



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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Fifth District

November 29, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

9 November 29, 2011

SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

### REQUEST FOR APPROVAL OF THE COUNTY OF LOS ANGELES AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES REVENUE ENHANCEMENT SERVICES CONTRACT (ALL DISTRICTS AFFECTED) (4 VOTES)

#### SUBJECT

The Chief Executive Office is recommending approval of a contract with GC Services Limited Partnership, to provide revenue enhancement services to the County of Los Angeles and the Superior Court of California, County of Los Angeles.

**IT IS JOINTLY RECOMMENDED WITH THE CHIEF EXECUTIVE OFFICE AND THE EXECUTIVE OFFICER/CLERK OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the contract with GC Services Limited Partnership, to provide revenue enhancement services to the County of Los Angeles and the Superior Court of California, County of Los Angeles effective January 1, 2012. The contract term shall be for a period of three years with two one-year renewal periods and six month-to-month extensions, for a maximum total contract term of five years and six months. In addition, GC Services Limited Partnership will provide revenue enhancement services for the mandatory Infraction Amnesty Program to be conducted from January 1, 2012 thru June 30, 2012.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only

2. Delegate authority to the Chief Executive Officer to exercise up to two one-year extensions and six month-to-month extensions and/or amend non-financial terms and conditions of the contract as warranted.
3. Delegate authority to the Chief Executive Officer to contract with the Franchise Tax Board, Court Ordered Debt and Interagency Intercept Collections program for secondary collection efforts.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Under the Lockyer-Isenberg Trial Court Funding Act of 1997, the County of Los Angeles, Chief Executive Office (CEO) and the Superior Court of California, County of Los Angeles (Court) both maintain responsibility for collection enhancement efforts. State law requires each superior court and county to develop a comprehensive court/county collection program to improve enforcement of court collections. On December 20, 2005, your Board approved a Memorandum of Understanding (MOU) between the CEO and the Court for a comprehensive court collection program as required by Senate Bill 940 (SB 940) (Chapter 275, Statutes of 2003).

The current contract with GC Services Limited Partnership (GC Services), a private agency, for provision of delinquent account collection services will expire on December 31, 2011. The proposed contract with GC Services will ensure continuation of the collection needs of the Court and CEO as required by SB 940.

Approval to contract with the Franchise Tax Board, Court Ordered Debt for secondary collection efforts will have no impact on the collection services provided by the recommended contractor, which remains responsible for primary court collection services. Only upon approval of the Chief Executive Officer and direction from the Court, shall the contractor transmit selected collection inventory to the Franchise Tax Board, Court Order Debt and Interagency Intercept Collections programs for secondary collection efforts.

Senate Bill 857 (Chapter 720, Statutes of 2010, Section 38) mandates a one-time Infraction Amnesty Program to be conducted from January 1, 2012 through June 30, 2012, for bail and fines meeting certain eligibility requirements.

### **Implementation of Strategic Plan Goals**

The services provided under this contract support the Los Angeles County's (County) Strategic Plan, Goal 1: Operational Effectiveness - Maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-

oriented and efficient public services; and Goal 5: Public Safety - Ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County. This contract will allow the CEO to continue to improve enforcement of court collections.

### **FISCAL IMPACT/FINANCING**

The proposed contract will result in revenue for the County and the Court. The cost of contracting for collection services will be offset by the recovery of revenues that otherwise would be unrecoverable. The recommended contractor will be compensated with a general collection fee of 9.59 percent of actual gross collections and 7.97 percent for collections acquired under the State's six month Amnesty Program. There is no impact on net County cost as the cost of revenue enhancement services are covered by the collection of fees referred by the Court.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

California Government Code Section 26220 and Penal Code Section 1205 authorize the assignment of delinquent accounts to a private vendor for the purpose of collection. However, before a debt owed to the county may be referred, the agreement with the private vendor must be ratified by a fourth-fifths vote of the county's Board of Supervisors.

The recommended contract with GC Services is for a term of three years with two one-year extensions and six month-to-month extensions, for a maximum total contract term of five years and six months. GC Services shall be responsible for all costs incurred while performing the contracted collection services. The County and Court will only pay commission on the actual amounts collected and not on any other costs associated with the collection effort.

The terms and conditions of the recommended contract with GC Services have been reviewed and approved as to form by County Counsel. The recommended contract contains the County's required provisions, including the requirement for the recommended contractor to notify and assist employees with the Federal Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment opportunities, compliance with the Jury Duty Ordinance, and Safely Surrendered Baby Law.

There are no provisions for a Cost of Living Adjustment in the attached contract. This is not a Proposition A contract. As such, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

### **CONTRACTING PROCESS**

The CEO released the Request for Proposal (RFP) for Revenue Enhancement Services on June 6, 2011. The RFP was released to 158 prospective proposers via the County's Bid Website of registered vendors under the commodity code for Financial Services - Collection Services.

Six contractors responded with a proposal by the due date of July 25, 2011. These contractors were Alliance One; California Service Bureau; GC Services; MSB/GILA; NCO Financial; and Linebarger Goggan Blair and Sampson, LLC. The six proposals were evaluated using the Informed Averaging Evaluation Methodology per Board Policy 5.054, for proposals, and rated by an evaluation committee according to their responsiveness to criteria included in the RFP.

The proposal submitted by GC Services was the highest ranked and most responsive and responsible of all proposals evaluated. GC Services met all of the minimum RFP requirements and its proposal was complete and detailed. The proposal clearly demonstrated that GC Services has a good understanding of the scope of work to be performed and the complexity of the revenue enhancement service requirements.

Three contractors requested and subsequently received a debriefing of their proposal evaluations per Board Policy 5.055, Service Contract Solicitation Protest. No contractors submitted a RFP Contractor Selection Review by the deadline of October 21, 2011, thus concluding the County's protest process.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the contract will allow the County and Court to continue to recoup otherwise unrecoverable revenues, and will ensure a continued revenue stream to partially finance the County's Maintenance of Effort obligation to the State for Trial Court operations.

The Honorable Board of Supervisors  
November 29, 2011  
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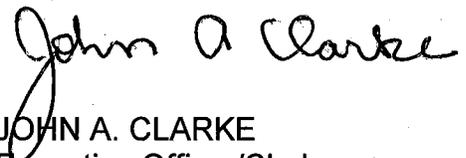
**CONCLUSION**

Instruct the Executive Officer/Clerk of the Board to return two signed originals of the contract and one adopted Board letter to the CEO.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer



JOHN A. CLARKE  
Executive Officer/Clerk  
Superior Court of California,  
County of Los Angeles

WTF:SW:PV:cc

Attachment

c: Executive Office, Board of Supervisors  
Auditor-Controller  
County Counsel  
Superior Court

Courts - Revenue Enhancement Services.bl.112911.docx



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**FOR THE**

**SUPERIOR COURT OF LOS ANGELES COUNTY**

**AND**

**GC SERVICES LIMITED PARTNERSHIP**

**FOR**

**REVENUE ENHANCEMENT SERVICES**

77697

**CONTRACT PROVISIONS  
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**STANDARD EXHIBITS**

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C CONTRACTOR'S PROPOSED SCHEDULE (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT WHEN THE WORK INVOLVED INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR**

- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
FOR THE  
LOS ANGELES SUPERIOR COURT  
AND  
GC SERVICES LIMITED PARTNERSHIP  
FOR  
REVENUE ENHANCEMENT SERVICES**

This Contract and Exhibits made and entered into this 29th day of November, 2011 by and between the **COUNTY OF LOS ANGELES**, (hereinafter referred to as "COUNTY") for the **LOS ANGELES SUPERIOR COURT** (hereinafter referred to as "LASC") and GC Services Limited Partnership, (hereinafter referred to as CONTRACTOR). CONTRACTOR is located at 6330 Gulfon, Houston, Texas 77081.

**RECITALS**

WHEREAS, this Contract is therefore authorized under California Government Code Section 26220 which allows the COUNTY, by a four-fifths vote of its Board of Supervisors to enter into a contract with a collection agency for the collection of unpaid court-ordered fines and fees; and

WHEREAS, the contractor is a private firm specializing in providing Revenue Enhancement Services; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for provision of Revenue Enhancement Services and based upon the request of proposal process, CONTRACTOR has been selected for recommendation for award for such Contract; and

WHEREAS, the Board of Supervisors has authorized the Los Angeles County Superior Court to administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or

description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Commission Rate
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- EXHIBITS J,K, L Intentionally Omitted

**Intellectual Property Developed/Designed by Contractor Forms**

- 1.13 EXHIBIT M - Forms Required at Completion of Contracts Involving Intellectual Property Developed/Designed by the Contractor

**2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit B.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.

- 2.3 **Contractor Project Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.
- 2.5 **County Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Subcontractor:** A sole proprietor, partnership, or corporation hired by the CONTRACTOR to perform any work covered by the Statement of Work.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The COUNTY shall have the sole option to extend this Contract term for up to (2) additional one-year periods and six (6) month to

month extensions, for a maximum total Contract term of (5) years and (6) months . Each such option and extension shall be exercised jointly by the Executive Officer/Clerk of LASC and the Chief Executive Officer of the County of Los Angeles, or designees, on an annual basis.

- 4.3 The CONTRACTOR shall notify the COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the County Project Manager at the address herein provided in Exhibit E - County's Administration.

## **5.0 CONTRACT SUM**

### **5.1 Commission Rate**

In accordance with the terms of this Contract, COUNTY and LASC will refer various accounts, as defined in Exhibit A, Statement of Work, to CONTRACTOR for which CONTRACTOR shall retain a **9.59 percent (%)** commission on gross collections for general accounts referred and a **7.97 percent (%)** commission rate for qualifying amnesty accounts. The commission rate(s) shall remain firm and fixed for the term of the contract.

- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY at the address herein provided in Exhibit E - County's Administration.

### **5.4 No Payment for Services Provided Following Expiration/ Termination of Contract**

The CONTRACTOR shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever,

for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify County and shall immediately repay all such funds to COUNTY. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## 5.5 Invoices and Payments

- 5.5.1 CONTRACTOR shall invoice LASC only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR and subsequent deposit of the financial instruments into COUNTY Bank Account. CONTRACTOR shall not be compensated for activities on accounts for which debtor payments are not obtained.
- 5.5.2 The amount of the CONTRACTOR'S invoices shall be calculated in accordance with the following formula: Commission Rate (%) x Gross Collections deposited in to COUNTY Bank Account during the period of the invoice.
- 5.5.3 CONTRACTOR shall be compensated only for services that result in the collection of revenue. COUNTY/LASC will not compensate CONTRACTOR for expended services in the event debtor payment is not obtained.
- 5.5.4 CONTRACTOR shall submit to LASC an invoice each month by the 5th business day of the month for the prior month's deposits to the COUNTY Bank Account. Invoice shall be presented to LASC under the conditions and with the information set forth in Section 6.13.1 of Appendix B, Statement of Work. An invoice without the required information will not be approved for payment.
- 5.5.5 All invoices submitted by the CONTRACTOR for payment must have the written approval of the CPM prior to any payment thereof. In no event shall COUNTY/LASC be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the CPM.
- 5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all COUNTY Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **6.1 County's Project Director**

The LASC will administer this contract on behalf of the COUNTY. The County's Project Director (hereinafter referred to as "CPD") is an employee of the Los Angeles County Superior Court and shall be responsible for:

- ensuring that the objectives of this Contract are met; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

#### **6.2 County's Project Manager**

The County's Project Manager (hereinafter referred to as "CPM") will administer this contract on a day-to-day basis. The CPM is an employee of the Los Angeles Superior Court and shall be the initial and primary contact between the COUNTY/LASC and CONTRACTOR for all matters relating to the Contract.

The CPM shall be responsible for:

- meeting with the CONTRACTOR'S Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The CONTRACTOR shall notify the COUNTY/LASC in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

### **7.2 Approval of Contractor's Staff**

COUNTY/LASC has the absolute right to approve or disapprove all of the CONTRACTOR'S staff performing work hereunder and any proposed changes in the CONTRACTOR'S staff, including, but not limited to, the CONTRACTOR'S Project Manager.

### **7.3 Contractor's Staff Identification**

All of CONTRACTOR'S employees assigned to COUNTY facilities are required to have a COUNTY Identification (ID) badge on their person and visible at all times. CONTRACTOR bears all expense of the badging.

7.3.1 The CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and the CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. The contractor's staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 The CONTRACTOR shall notify the COUNTY within one

business day when staff is terminated from working under this Contract. The CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

- 7.3.3 If COUNTY requests the removal of the CONTRACTOR'S staff, the CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

#### **7.4 Background and Security Investigations**

- 7.4.1 Each of CONTRACTOR'S staff performing services under this Contract who is in a designated sensitive position, as determined by COUNTY in COUNTY'S sole discretion, shall undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR'S staff passes or fails the background investigation.
- 7.4.2 If a member of CONTRACTOR'S staff does not pass the background investigation, County may request that the member of CONTRACTOR'S staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY'S background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR'S staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4.4 Disqualification of any member of CONTRACTOR'S staff pursuant to this Paragraph 7.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 7.5 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by County in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1.
- 7.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the

provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by COUNTY/LASC.
- 8.1.3 The Executive Officer/Clerk of LASC and the Chief Executive Officer of the County of Los Angeles, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by The Executive Officer/Clerk of LASC and the Chief Executive Officer of the County of Los Angeles.

### **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any

claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **8.3 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including

any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within (3) business days after Contract effective date, the CONTRACTOR shall provide the LASC with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
- 8.5.2 The LASC will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within (5) business days for COUNTY approval.
- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the LASC for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within (3) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay /for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the

CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate, to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any

way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

#### **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

### **8.12.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

### **8.12.3 Non-responsible Contractor**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### 8.12.4 Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY/LASC will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the COUNTY/LASC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3)

material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The

CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement

does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the

required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any

injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting CONTRACTOR'S indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR'S General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR'S policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required

CONTRACTOR and/or SUBCONTRACTOR insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Chief Executive Office  
500 West Temple Street, Room 754  
Los Angeles, CA 90012  
Attention: Sheila Williams

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR'S General Liability policy with respect to liability arising out of CONTRACTOR'S ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR'S acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY'S minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without

further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

CONTRACTOR'S insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

CONTRACTOR shall include all SUB-CONTRACTORS as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each SUB-CONTRACTOR'S separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each SUB-CONTRACTOR complies with the Required Insurance provisions herein, and shall require that each Sub-CONTRACTOR name the COUNTY and CONTRACTOR as additional insureds on the SUB-CONTRACTOR'S General Liability policy. CONTRACTOR shall obtain COUNTY'S prior review and approval of any SUB-CONTRACTOR request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

CONTRACTOR'S policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR'S payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.14 **County Review and Approval of Insurance Requirements**

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

### 8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR'S use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR'S operations, coverage also shall be arranged to satisfy the

requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Professional Liability/Errors and Omissions**

Insurance covering CONTRACTOR'S liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **8.25.5 Property Coverage**

CONTRACTORS given exclusive use of COUNTY owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The COUNTY and its Agents shall be named as an Additional Insured and Loss Payee on CONTRACTOR'S insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

#### **8.25.6 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$5 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by COUNTY to CONTRACTOR, and apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The COUNTY and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

### **8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the COUNTY the CONTRACTOR is deemed to be non-compliant with the terms and obligations

assumed hereby, the COUNTY or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the COUNTY, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the COUNTY, or his/her designee, determines that there are deficiencies in the performance of this Contract that the COUNTY, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the COUNTY, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the COUNTY, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Thousand Dollars (\$1000) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to

the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict COUNTY/LASC from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the COUNTY, or designee shall resolve it.

## **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The COUNTY, or his/her designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and

indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the

CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum

obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

### 8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

### 8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.

8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is

responsible to notify its Subcontractors of this COUNTY right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Los Angeles County Chief Executive Office  
500 West Temple Street, Room 754  
Los Angeles, CA 90012  
Attention: Sheila Williams

before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing)

after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties

shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the COUNTY provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed

under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this

contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 USE OF COUNTY SEAL AND LOS ANGELES SUPERIOR COURT LOGO**

CONTRACTOR shall not use or display the official seal or logo of the COUNTY or the Los Angeles Superior Court on any of its letterhead or other communications with any business, or for any other reason.

**9.2 INTENTIONALLY OMITTED**

**9.3 INTENTIONALLY OMITTED**

**9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide

security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

9.4.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under sub-paragraph 9.4.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

## **9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

9.5.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized

trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR'S work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

## **9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 26103 of the Government Code, delivery of this document has been made.

CONTRACTOR: GC SERVICES LIMITED PARTNERSHIP BY GC FINANCIAL CORP., MANAGING GENERAL PARTER

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *[Signature]*  
MICHAEL D. JONES  
VICE PRESIDENT FINANCE

By *Lachelle Smitherman*  
Deputy

COUNTY OF LOS ANGELES

By *Mike Antonovich*  
Mayor Board of Supervisors



ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

By *Lachelle Smitherman*  
DEPUTY

9 NOV 29 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

By *[Signature]*  
Principal Deputy County Counsel

By *John A. Clarke*  
John A. Clarke  
Executive Officer/Clerk

77697

***CONTRACT***

***EXHIBITS***

**CONTRACT FOR  
REVENUE ENHANCEMENT SERVICES**

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**STATEMENT OF WORK**  
**(see attached Exhibit A)**

**STATEMENT OF WORK**  
**FOR**  
**LOS ANGELES SUPERIOR COURT**  
**REVENUE ENHANCEMENT SERVICES**

11/10/2011

**STATEMENT OF WORK  
REVENUE ENHANCEMENT SERVICES**

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## **1.0 STATEMENT OF WORK**

### **1.1 PURPOSE**

California state statutes require each superior court and county to develop a comprehensive court/county collection program to improve enforcement of court collections.

The purpose of this Statement of Work (SOW) is to describe the scope of services that will be provided by the CONTRACTOR in support of the comprehensive revenue enhancement program of the Superior Court of California (LASC) and the County of Los Angeles (COUNTY).

CONTRACTOR will provide comprehensive collection services for enhanced payment compliance, including, but not limited to: (a) traffic failure-to-appear matters; (b) traffic failure-to-pay matters; (c) failure-to-pay in criminal matters; (d) juror sanctions; (e) civil sanctions; (f) child custody evaluations; (g) attorney fee recovery for criminal and juvenile cases; (h) collection of other fines, fees and forfeitures; and (i) civil fee waivers and minor counsel fees.

### **1.2 BACKGROUND**

Current in-house collection functions performed by COUNTY/LASC include, but are not limited to, the following: 1) Generate courtesy notices indicating amount owed 2) Place driver's license holds through California Department of Motor Vehicles, if applicable 3) Generate delinquency and payment notices 4) Track cases through various Court Case Management computer systems 5) Conduct financial evaluations to recover attorney fees and other court related fines/fees in criminal and juvenile cases 6) Establish accounts receivable through partial payments 7) Accept over-the-counter payments 8) Accept payments made via phone 9) Accept payments made via the internet and 10) Accept payments made via mail.

### **1.3 CATEGORY OF REFERRAL ACCOUNTS**

The scope of court collection services which may be referred to CONTRACTOR include but are not limited to the collection categories described herein:

- Infractions/Misdemeanors with Unadjudicated Bail (e.g., Traffic citations where a defendant fails to appear before being sentenced).
- Infractions/Misdemeanors with Adjudicated Bail (e.g., Traffic citations where a defendant fails to pay fines and/or fees after being sentenced).
- Misdemeanors/Felonies with Adjudicated Fines and Fees (e.g., Defendants who fail to pay fines and fees after being sentenced).

- Civil Fees and Sanctions on Adjudicated Matters (e.g., Fees and Sanctions owed to LASC. In addition, the COUNTY/LASC may seek reimbursement of civil filing fees on cases where the plaintiff is a governmental agency or where a civil fee waiver was granted for an individual).
- Indigent Defense Cost Recovery – Appointed Counsel Registration Fee (APC) (e.g., COUNTY/LASC may determine that a customer who has received legal assistance from a public defender, alternate public defender, or court appointed private attorney, must reimburse the cost of attorney services. An Attorney Fee order may be collected as a civil judgment. The APC fee is \$25 for juvenile cases and \$50.00 for adult cases with a 20% collection fee cap).
- Child Custody Evaluations (e.g., a Judicial Officer may order a party to reimburse the COUNTY/LASC for the cost of their child custody evaluation).
- Probate, Minor’s Counsel Fees, Juvenile Delinquency and Dependency Fines and Fees (e.g., a Judicial Officer may order a party to reimburse the COUNTY/LASC for the cost of legal assistance from a public defender, alternate public defender or court appointed private attorney).
- Juror Sanctions (e.g., Jurors that fail to appear for jury service may be ordered to pay a LASC imposed Sanction).
- Non-Sufficient Funds (e.g. returned checks due to non- sufficient funds.
- COUNTY/LASC reserves the right to refer additional types of accounts as deemed appropriate.

### 1.3.1 REFERRAL DATA

REFERRAL TYPE	*Estimated Annual Case Volume	Average Amount Per Case	Estimated Annual Adjustments from Adjudications	Estimated Days Delinquent Prior to Referral
Traffic FTA	237,402	\$1,018	\$21,482,149	10
Red Light FTA	38,283	\$741	\$1,960,981	10
Non-Traffic FTA	48,480	\$890	\$945,879	30
Traffic FTP	123,853	\$812	\$1,224,920	10
Red Light FTP	3,873	\$676	\$5,165	10
Criminal Fines – Fees	29,139	\$469	\$172,949	30
Other Fines – Fees (e.g. Civil Sanctions)	8,932	\$408	\$3,237	30
APC Registration	21,079	\$25	\$1,175	10
Child Custody Evaluations	201	\$886	\$886	60
Juvenile and Dependency	10,850	\$347	\$0	60
Juror Sanctions	4,230	\$275	\$64,200	30

REFERRAL TYPE	*Estimated Case Volume	Estimated Value
Amnesty Program	1,050,000	\$819,000,000

\*Case volumes are provided as an estimate only from Fiscal Year 2009-2010. COUNTY/LASC does not guarantee any particular case volume or dollar value of account referrals.

- Types of accounts may be added to or deleted from the list at the discretion of the COUNTY/LASC.
- COUNTY/LASC retains the right to refer an account to another collection agency for collections, to attempt collection activity internally, and to cancel or alter accounts that have been referred to CONTRACTOR for collection.
- CONTRACTOR is not the exclusive provider of collection services to COUNTY/LASC. COUNTY/LASC reserves the right to utilize the services of the State of California Franchise Tax Board's Court Ordered Debt (FTB COD) Collection Program, FTB Interagency Intercept Collections (FTB Tax Intercept), the Department of Motor Vehicles' Driver's License Hold/Suspension Collection Services, and/or other entities and agencies as deemed appropriate.
- COUNTY/LASC also reserves the right to use another contractor from the Administrative Office of the Courts (AOC) master vendor list for the statewide Amnesty Program (see section 3.15).

## 2.0 CONTRACTOR'S GENERAL SERVICE REQUIREMENTS

### 2.1 GENERAL SERVICE REQUIREMENTS

CONTRACTOR shall, at minimum, perform the services enumerated herein. To maximize the rate of collection and minimize errors, CONTRACTOR may be required to perform services in addition to those listed herein.

- All work performed by the CONTRACTOR must only occur within the United States.
- COUNTY/LASC is committed to protecting the confidentiality of personal data on accounts referred and insuring that such data is processed only within the United States. CONTRACTOR represents that it has the capability to meet the confidentiality requirement of COUNTY/LASC during the entire period of the contract and any extension thereof.

## **2.2 COMPLIANCE WITH PENAL CODE SECTION 1463.007**

In providing services to COUNTY/LASC, CONTRACTOR must meet the requirements of Penal Code Section 1463.007 as identified below:

- Sends monthly bills or account statements to all delinquent debtors.
- Attempts telephone contact with delinquent debtors for whom the program has a phone number to inform them of their delinquent status and payment options.
- Notifies delinquent debtors for whom the program has an address in writing of their outstanding obligation within ninety-five (95) days of delinquency.
- Generates internal monthly reports to track collections data, such as age of debt and delinquent amounts outstanding.
- Sends delinquent accounts to the Franchise Tax Board's Interagency Intercept Collections Program.
- Uses the Department of Motor Vehicle information to locate delinquent debtors.
- The use of wage and bank account garnishments.
- The imposition of liens on real property and proceeds from the sale of real property held by a title company.
- Coordination with the County's Probation Department to locate debtors who may be on formal or informal probation.
- Accepts payment of delinquent debt by credit card.
- Sends delinquent debt to the Franchise Tax Board's Court-Ordered Debt Collections Program.
- The use of local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.
- Uses an automated dialer or automated distribution system to manage telephone calls.

The CONTRACTOR must immediately inform COUNTY/LASC if at any time they fail to meet the requirements listed above.

## **2.3 CONTRACTOR SERVICE REQUIREMENTS**

- CONTRACTOR shall produce various reports as defined in Section 3.13.14.
- CONTRACTOR shall conduct the following collection activities, pursuant to the Contract, in accordance with all applicable State and Federal consumer and collection practice laws.
  - Obtain appropriate licenses, approvals, permits and authorizations required by applicable laws throughout term of contract. CONTRACTOR will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations.

- CONTRACTOR shall provide COUNTY/LASC a list of all pending and closed regulatory violations or non-compliances (e.g., Fair Debt Collection Practices Act, FDCPA) for the last five (5) years. In addition, CONTRACTOR shall immediately notify COUNTY/LASC of any new violations or instances of non-compliance.
- The list shall at minimum contain: the case or file number, type of debt, name(s) of the complainant(s), a brief explanation of the violation, and the outcome/resolution. COUNTY/LASC reserves the right to independently review any or all regulatory violations/non-compliances submitted.
- CONTRACTOR shall not use or display the official seal or logo of the LASC on any of its letterheads or other communications with any debtor for any reason.
- CONTRACTOR shall be legally capable of pursuing collections on referred accounts anywhere within the United States.
- CONTRACTOR shall be required to report collection success on a monthly basis. The following formula will be used to calculate the CONTRACTOR'S success rate in collecting delinquent accounts referred by COUNTY/LASC:

$$\text{Collection Success Rate} = \frac{\text{Amount Collected}}{\text{Amount Referred} - \text{Adjustment}}$$

### **3.0 CONTRACTOR'S SPECIFIC SERVICE REQUIREMENTS**

#### **3.1 COLLECTIONS VIA MAIL**

- 3.1.1 All CONTRACTOR letters sent to debtors shall be pre-approved by the COUNTY PM.
- 3.1.2 CONTRACTOR shall employ "skip tracing" to obtain a current address.
- 3.1.3 CONTRACTOR shall issue the first Delinquency Letter upon receipt of debtor information by LASC and/or after obtaining a current address through "skip tracing." CONTRACTOR shall provide the debtor no more than thirty (30) days from the date of Delinquency Letter to respond to the first Delinquency Letter. If the address provided by LASC is incorrect, or if a letter is returned undeliverable, addressee unknown, etc., CONTRACTOR shall commence issuing letters once a current address is obtained. Each letter shall:
  - Identify CONTRACTOR;

- Inform the debtor of the origin of the debt and the current amount owed;
- Advise of the consequences of continued non-compliance, such as wage garnishment and property seizures;
- Describe payment options (e.g., payment plans);
- Describe how payment may be remitted;
- Explain that a debtor with an Infraction/Misdemeanor with Unadjudicated Bail, Sanctions, Juror Sanction, Child Custody Evaluation or other accounts as approved by COUNTY/LASC, who wish to dispute the debt must schedule a court appearance;
- List a toll free (e.g., "800") telephone number, which allows debtors to remit payment, schedule a court appearance and/or obtain general information;
- Provide a return envelope for the submission of payment;
- List the contractor's web page address, which allows debtors to remit payment.

**3.1.4** If the debtor does not respond by the 31st day of the date of mailing, CONTRACTOR shall issue a second letter provided the debtor has a valid address. Thereafter, letters with valid addresses shall be issued on a monthly basis, or until debt is satisfied in full.

**3.1.5** CONTRACTOR may issue additional letters as deemed necessary.

**3.1.6** All correspondence issued by CONTRACTOR shall be accompanied by a Spanish language version.

## **3.2 SKIP TRACING**

**3.2.1** CONTRACTOR shall utilize "skip tracing" to obtain account information on delinquent (e.g., address, telephone numbers, Social Security Number, etc.) debtors for the purpose of collecting a debt.

**3.2.2** CONTRACTOR shall perform "skip tracing" each month until the account is deemed uncollectible or until a current/correct address is obtained.

**3.2.3** CONTRACTOR shall provide COUNTY/LASC with updated account information (e.g., address, telephone numbers, Social Security Number, etc.).

**3.2.4** CONTRACTOR shall utilize, the following resources as necessary to obtain updated account information:

- Neighbors/Associates
- Telephone Directories
- Credit Bureau Reports
- County Tax Assessor Records
- Current Voter Registration Records
- Debtor's financial and banking references
- Debtor's current or previous employers
- National Change of Address Database
- Department of Motor Vehicles
- Third party firms such as Acolloid and Metronet

### **3.3 CONTACTS VIA TELEPHONE**

**3.3.1** CONTRACTOR shall employ "skip tracing" to obtain a current telephone number if COUNTY/LASC is not able to provide CONTRACTOR with debtor telephone numbers.

**3.3.2** CONTRACTOR shall initiate telephone calls to debtors once a telephone number is obtained.

**3.3.4** CONTRACTOR shall interact with debtors in a professional and courteous manner.

**3.3.5** CONTRACTOR shall provide multilingual translators and TTD/TTY services when necessary.

**3.3.6** CONTRACTOR shall maintain telephone contact with each debtor that is in non-compliance by initiating at least one (1) call per month. During the telephone call, CONTRACTOR shall:

- Identify CONTRACTOR;
- Inform the debtor of the origin of the debt and the amount owed;
- Advise debtor of the consequences of continued non-compliance, such as wage garnishments, and property seizures;
- Describe payment options (e.g., payment plans);
- Describe how payments may be remitted;
- Explain that a debtor with an Infraction/Misdemeanor with Unadjudicated Bail, Sanction, Juror Sanction, Child Custody Evaluation or other accounts as approved by COUNTY/LASC, who wish to dispute the debt, must schedule a court appearance.

### **3.4 DEBTOR PAYMENT OPTIONS/METHODS OF PAYMENT**

**3.4.1** CONTRACTOR shall provide debtors who wish to comply, but face financial hardships or difficulties, with a flexible alternative payment plan. CONTRACTOR may set the terms and conditions of the payment plan; however, interest shall not be charged.

**3.4.2** CONTRACTOR, at minimum, must accept the following types of financial instruments for payments for account balances:

- Cash (only at CONTRACTOR'S local business office(s) or where CONTRACTOR has provided clerical staff)
- Personal Checks
- Bank Debit Cards (e.g., ATM cards)
- Nationally recognized credit cards (e.g., American Express, Diner's Club, Discover, MasterCard, and Visa)
- Money orders
- Cashier's checks
- Certified checks

**3.4.3** CONTRACTOR shall provide a statement and a return envelope to debtors who have established a monthly payment plan. The statement shall, at minimum, inform the debtor of the amount paid to date, the remaining balance, the minimum amount due and the payment due date.

CONTRACTOR shall ensure that when debtors submit personal checks, the case number or contractors file number, receipt number and defendant's last name appear on the check.

**3.4.4** CONTRACTOR must provide debtor a receipt for all payments received in person at CONTRACTOR'S local business office(s).

**3.4.5** CONTRACTOR shall accept debtor payments via the internet (see 3.9.2 Debtor Services, Internet Services).

### **3.5 COURT APPEARANCES**

**3.5.1** CONTRACTOR shall allow debtors to set a court appearance in LASC as directed by COUNTY/LASC. For example, on traffic failure to appear cases, a debtor retains the right to an arraignment/hearing in LASC. Therefore, upon request by a debtor, CONTRACTOR shall:

- Allow a debtor to schedule a court hearing, pursuant to LASC policy, on the following types of accounts: Traffic Failure to

Appear, Civil Sanctions, Juror Sanctions and Child Custody Evaluations.

- Schedule a court appearance on a day and time which has already been established by LASC (LASC will provide CONTRACTOR with dates and times for each location, as needed.)
- CONTRACTOR will be responsible to transfer a data file electronically of all court dates, court locations and debtor phone numbers to an electronic system as designated by COUNTY/LASC known as the Court Appearance Reminder System (CARS). CARS places automated reminder calls to debtors that have pre-scheduled a court date through the CONTRACTOR.
- If feasible and appropriate, CONTRACTOR and COUNTY/LASC shall develop a process to notify debtor of court date and account balance by text messaging.
- Upon scheduling a court appearance, immediately suspend all collection activity until COUNTY/LASC requests that it be resumed.
- Debtors who are referred with either Adjudicated Infractions/Misdemeanors or Adjudicated Misdemeanors/Felonies accounts do not retain the right to a court appearance.

### **3.6 DEBTOR FAILURE TO COMPLY WITH NOTICES OF DELINQUENCY AND TELEPHONE CALLS**

**3.6.1** Upon a Judicial Order from LASC, CONTRACTOR shall initiate involuntary payment actions on debtors who fail to establish a payment plan or satisfy their debt. COUNTY/LASC will provide a listing of types of accounts that are subject to involuntary payment actions.

**3.6.2** CONTRACTOR shall perform the following steps for recalcitrant debtors with accounts identified by COUNTY/LASC that are subject to involuntary payment actions that fail to establish a payment plan or satisfy their debt:

- Report the debtor to a nationally known Credit Reporting Agency such as Equifax, Trans-Union, Experian, etc.
- Complete the required paperwork and appropriate court orders to enforce a civil judgment for the actions listed in this SOW.
- Institute one or more of the following actions:
  - Bank Levy
  - Wage Garnishment
  - Repossession of Property, including vehicle

➤ Real Property Liens

- 3.6.3** Any and all associated costs incurred in instituting the actions listed above shall be paid by the CONTRACTOR or debtor and reimbursed by the debtor upon collection of the debt. COUNTY/LASC will only pay commission on the referred amount and not on any associated collection costs.

### **3.7 ACCOUNT MANAGEMENT**

#### **3.7.1 WITHDRAWAL OF ACCOUNT**

COUNTY/LASC reserves the right to withdraw any account whenever COUNTY/LASC deems such an action appropriate and necessary. Generally, COUNTY/LASC will withdraw an account that meets any one of the following conditions:

- Account referred in error
- Account dismissed by a Judicial Officer
- Debtor is incarcerated
- Debtor is deceased
- Account is referred to secondary collection efforts

- 3.7.2** COUNTY/LASC shall notify CONTRACTOR in writing, e-mail or fax if such action is taken. Cases that are withdrawn from CONTRACTOR shall be removed from CONTRACTOR'S system within two (2) business days of receipt of notice from COUNTY/LASC.

- CONTRACTOR shall cease all collection activity and close the account upon withdrawal of the account. CONTRACTOR shall maintain a list of closed accounts.
- COUNTY/LASC reserves the right to take actions deemed necessary to recover debt from an account that has been withdrawn from CONTRACTOR.
- In the event that COUNTY/LASC withdraws an account, CONTRACTOR shall have no claim or right to compensation on any outstanding balance subsequently recovered by COUNTY/LASC, one of their agents, or another service provider on such accounts.

#### **3.7.3 ACCOUNTS DEEMED UNCOLLECTIBLE**

CONTRACTOR shall at minimum, every sixty (60) days, evaluate each account and make a determination as to whether collection activity should cease.

- CONTRACTOR shall at minimum provide a quarterly report to COUNTY/LASC on all accounts deemed uncollectible.

- COUNTY/LASC reserves the right to take actions deemed necessary to recover debt from an account that has been deemed uncollectible, including, but not limited to referral of such accounts to the California Franchise Tax Board.
- In the event an account has been deemed uncollectible and returned to COUNTY/LASC, CONTRACTOR shall have no right to compensation on any outstanding balance subsequently recovered by COUNTY/LASC, one of their agents, or another service provider.

#### **3.7.4 TRANSFER OF ACCOUNTS TO FRANCHISE TAX BOARD, COURT ORDERED DEBT**

- CONTRACTOR shall have the capability to interface with the California Franchise Tax Board, Court Ordered Debt Department (FTB COD).
- Upon direction from COUNTY/LASC, the CONTRACTOR shall transmit selected collection inventory to the FTB COD for secondary collection efforts after three (3) years from the date of referral to CONTRACTOR.
- Upon referral of an account to the FTB COD, CONTRACTOR shall cease all collection activity on the account but, at a minimum, remain responsible for the following:
  - CONTRACTOR shall electronically send and receive account information to FTB COD in a format agreed upon by COUNTY/LASC and FTB COD.
  - Payment information received by CONTRACTOR from FTB COD will be electronically transmitted by the CONTRACTOR to COUNTY/LASC. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/LASC using the process described in Section 3.10 – Transmission of Account Information.
  - CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB COD.
  - Upon approval from COUNTY/LASC, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB COD.
  - CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB COD.
  - CONTRACTOR shall not receive compensation on accounts that are collected by the FTB COD.

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Court Ordered Debt	5,000

\*Case volume provided is an estimate only. COUNTY/LASC does not guarantee any particular annual volume of accounts referred.

**3.7.5 TRANSFER OF ACCOUNTS TO FRANCHISE TAX BOARD, INTERAGENCY INTERCEPT COLLECTIONS**

- CONTRACTOR shall have the capability to interface with the California Franchise Tax Board, Interagency Intercept Collections (FTB Tax Intercept).
- Upon direction from COUNTY/LASC, the CONTRACTOR shall transmit selected collection inventory to the FTB Tax Intercept for secondary collection efforts after three (3) years of referral to CONTRACTOR.
- Upon referral of an account to the FTB Tax Intercept, CONTRACTOR shall cease all collection activity on the account but, at a minimum, remain responsible for the following:
  - CONTRACTOR shall electronically send and receive account information to FTB Tax Intercept in a format agreed upon by COUNTY/LASC and FTB Tax Intercept.
  - CONTRACTOR shall attempt and obtain debtor Social Security Number.
  - Payment information received by CONTRACTOR from FTB Tax Intercept will be electronically transmitted by the CONTRACTOR to COUNTY/LASC. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/LASC using the process described in Section 3.10 – Transmission of Account Information.
  - CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections and the account has been referred to FTB Tax Intercept.
  - Upon approval from COUNTY/LASC, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB Tax Intercept.
  - CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB Tax Intercept.
  - CONTRACTOR shall be responsible for all costs associated with placing the accounts with FTB Tax Intercept.

- CONTRACTOR shall be responsible for any costs associated with obtaining the debtors Social Security Number.
- CONTRACTOR shall schedule court dates and handle inquiries from debtors, as necessary
- CONTRACTOR shall not receive compensation on accounts that are collected by the FTB Tax Intercept.

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Tax Intercept	14,200

\*Case volume provided is an estimate only. COUNTY/LASC does not guarantee any particular annual volume of accounts referred.

### **3.8 PROCESSING DEBTOR PAYMENTS**

#### **3.8.1 TRANSFER OF FUNDS**

CONTRACTOR shall establish a separate bank account designated solely for processing debtor payments under the Contract and shall deposit all financial instruments (e.g., cash, checks, credit card remittances, etc.) received as debtor payments into this bank account (CONTRACTOR Bank Account). Each business day CONTRACTOR shall prepare an accounting of all debtor payments received on that day, reconcile the account for any adjustments and transfer all funds into a designated COUNTY of Los Angeles Bank Account (COUNTY Bank Account) no later than 2:00 p.m. (PST) the following business day.

- Except where payments are unidentified, all payments shall be updated in CONTRACTOR'S computer system within one (1) business day.
- CONTRACTOR shall have a system to determine unidentified cases (see Section 3.8.3 - Unidentified Payments).
- All financial instruments shall be deposited in the CONTRACTOR Bank Account as soon as received but no later than the close of the business day of their receipt.
- By the tenth business day of each month, CONTRACTOR shall submit to COUNTY/LASC a copy of the prior month's banking statement for the CONTRACTOR Bank Account.
- COUNTY will establish and have sole ownership over the COUNTY Bank Account. CONTRACTOR shall not have the right to withdraw funds from the COUNTY Bank Account.

### **3.8.2 AUTOMATED CLEARING HOUSE TRANSFERS AND REPORTING**

The Automated Clearing House (ACH) transfer must equal the sum of all the payments on the daily payment report which include unidentified payments, other collections not on the payment report (e.g., public defender), less non-sufficient check amounts for that date. The dates of the ACH transfer and payment report must match.

### **3.8.3 UNIDENTIFIED PAYMENTS**

Unidentified payments are those that the CONTRACTOR is unable to determine debtor identity (e.g., debtor mails payment to CONTRACTOR and does not provide identifying information). Unidentified payments received by CONTRACTOR shall be deposited daily into the CONTRACTOR Bank Account and ACH transferred into the COUNTY Bank Account.

- CONTRACTOR shall attempt to identify all unidentified payments within thirty (30) business days of payment being received. If the CONTRACTOR cannot identify payment(s), the CONTRACTOR shall, by the fifth business day of each following month, provide COUNTY/LASC with a report listing unidentified payments and attach any documents received with the payment (e.g., mailing envelope, enclosures). CONTRACTOR shall not issue any refunds on unidentified cases.
- CONTRACTOR shall not receive compensation on unidentified cases.

### **3.8.4 INCORRECT ACCOUNT PAYMENTS AND ADJUSTMENTS**

On cases where CONTRACTOR applies payment to an incorrect account or case, CONTRACTOR shall provide COUNTY/LASC with a daily report listing the correct case where the payment should be applied. If payment should be refunded, CONTRACTOR shall provide supporting documentation.

- If CONTRACTOR transfers funds that are determined not to belong to a COUNTY/LASC referral, the CONTRACTOR shall provide documentation and submit a written request for refund.
- If CONTRACTOR believes that an adjustment to the COUNTY Bank Account is necessary, CONTRACTOR shall inform COUNTY/LASC of the following:
  - The amount in dispute
  - The reasons for the adjustments
  - Copies of any documentary evidence that supports CONTRACTOR'S claim

**3.8.5 CASHIER VARIANCES / DISCREPANCIES IN AMOUNTS COLLECTED AND RECEIPTED**

CONTRACTOR shall be responsible for all cashier variances, losses and other discrepancies between amounts collected and receipted by CONTRACTOR, such as shortages, counterfeit bills, etc. CONTRACTOR shall reimburse COUNTY/LASC for cashier variances, losses and any other discrepancies between amounts collected and receipted by CONTRACTOR on the day of collection.

**3.8.6 PERSONAL CHECK / CREDIT CARD VERIFICATION**

CONTRACTOR shall subject all personal checks received to a verification or authorization service (e.g., TeleCheck) to determine whether the personal checks submitted by debtors are valid and are covered by sufficient funds. CONTRACTOR shall obtain verification or authorization for every credit card transaction submitted by a debtor.

**3.8.7 RETURNED CHECKS**

In the event a debtor submits personal checks that are returned to CONTRACTOR Bank Account as non-sufficient fund checks (hereafter NSF), or because the checking account is closed, CONTRACTOR shall attempt to recover those funds. If CONTRACTOR is unable to recover the funds within thirty (30) business days, CONTRACTOR may then recover monies on a Deposit Reconciliation by listing the NSF amount(s). The CONTRACTOR may assess a returned check fee not to exceed \$25 dollars in return checks.

CONTRACTOR shall submit to COUNTY/LASC a detailed NSF report by individual court locations that includes, at minimum, the following:

- Defendant name
- Citation/Case number
- NSF amount
- Receipt number

**3.8.8 CREDIT CARD FEES, COLLECTION COSTS, ETC.**

CONTRACTOR shall not pass any other additional fees not referred by COUNTY/LASC (e.g., collection costs, check verification fees, credit card fees, etc.) on to the debtor or COUNTY/LASC with one exception:

- Any associated costs incurred by the CONTRACTOR in instituting the involuntary payment actions listed in Section 3.6.2 may be passed on to the debtor.

### **3.8.9 SEGREGATION OF ACCOUNTS**

The CONTRACTOR shall segregate all accounts referred by COUNTY/LASC from all other CONTRACTOR accounts (see Section 3.8.1 – Transfer of Funds). All information relating to the accounts referred and assigned shall be kept confidential and shall not be open to examination for any purpose not directly connected with the servicing of the accounts by the CONTRACTOR.

The CONTRACTOR must track accounts by court locations and category of account. (Refer to Section 1.3.1 – Referral Data).

### **3.8.10 INTERNAL CONTROL PROCEDURES**

**3.8.10.1** Cash handling and record keeping duties shall be appropriately separated by assigning different CONTRACTOR staff responsible for each duty. Any cash received should be receipted immediately and put in a safe or other secured location.

**3.8.10.2** CONTRACTOR shall restrictively endorse all checks and money orders when the mail is opened each day. Payments shall be logged into a Control Log showing the date of payment, payment instrument (e.g., check, money order, cash), debtor's name, amount received, case number (if available) and number of the payment instrument. The receipt should be used for posting to the account. The actual checks and money orders should be locked in a secure location with restricted or limited access until deposited during or at the end of the day. This location should remain locked during the day. Two (2) independent adding machine tapes, or other verification approved by COUNTY/LASC, should be run on the receipts and compared to actual cash and checks, and initialed by the two (2) mail openers.

**3.8.10.3** All walk-in payments shall be receipted in the presence of the debtor by a CONTRACTOR employee who does not have the ability to post collections to debtor accounts.

**3.8.10.4** Mail shall be picked up by a CONTRACTOR employee who does not have cash handling duties or access to accounting records. This requirement can also be satisfied by the use of a private courier service to pick up the mail. Mail should be opened by at least two (2) employees in order to document and verify the amount of

mail payments. These employees should not have access to accounting records or be collectors.

- 3.8.10.5** CONTRACTOR shall use receipts that are pre-numbered, multi-part forms with copies for the debtor, accounting offices and one retained as a control copy. An electronic equivalent may be used. Each copy must be marked for distribution. Receipts are to be issued by CONTRACTOR'S clerical/administrative staff not by CONTRACTOR'S collectors.
- Issued receipts shall be numerically controlled and kept in a secure place. Office management staff should maintain accountability for all receipt stock and all used and voided receipts.
  - A copy of the receipt must be given to the debtor by the CONTRACTOR'S clerical/administrative staff not by CONTRACTORS collectors. Signage should be posted in English and Spanish instructing the debtor to request and obtain a receipt from clerical/administrative staff.
  - Receipts shall be used in numerical order.
- 3.8.10.6** All cash is to be secured and the receipt used for posting purposes. Unidentified, post-dated and NSF checks shall be accounted for and listed on a separate log that provides a complete audit trail from receipt to disposition.
- 3.8.10.7** CONTRACTOR'S office management staff shall reconcile the amount of mail and walk-in payments to the total deposit each day. The office management staff shall receive one (1) copy of the mail payment's tape and the amount of walk-in payments and compare them to the amount of the daily deposit slips and the post-dated and unidentified check logs.
- 3.8.10.8** CONTRACTOR shall submit written internal control procedures to County PM prior to commencement of contract. Written internal control procedures shall be maintained and periodically updated as necessary. CONTRACTOR personnel shall at least annually be instructed in said procedures. Office management staff shall continuously monitor operations to ensure compliance therewith. New employees shall be instructed within the first two (2) weeks of hire.

## **3.9 DEBTOR SERVICES**

### **3.9.1 TELEPHONE SERVICES**

CONTRACTOR shall provide a toll-free telephone number (e.g., 800) so that debtors may be able to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Remit payment
- Establish a payment plan

CONTRACTOR shall provide an option that offers a multilingual translation.

CONTRACTOR shall also provide a toll-free telephone number (e.g. 800) for the hearing impaired with a telecommunication device (TDD) that offers the services specified above.

CONTRACTOR'S telephone services shall be available 24 hours a day, 7 days a week.

### **3.9.2 INTERNET SERVICES**

CONTRACTOR shall allow a debtor to make payment(s) and check balance(s) via the internet on the CONTRACTOR'S website.

CONTRACTOR and COUNTY/LASC shall develop and maintain a website link between COUNTY/LASC and CONTRACTOR'S website.

### **3.9.3 OFFICE LOCATIONS AND SERVICES**

CONTRACTOR shall have at least one (1) fully operational business office located within the Los Angeles County by the end of the Transition Period (see Section 4.0 – Implementation of Service). The business office shall be open Monday through Friday from 9:00 a.m. through 5:00 p.m. and remain open until 7:00 p.m. at least one day a week. In addition, the business office shall be open from 9:00 a.m. through 12:00 p.m. on Saturdays, and shall offer the following services which allow debtors to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Remit payment
- Establish a payment plan
- CONTRACTOR shall provide multilingual translation as needed.

### **3.9.4 DEBTOR REFUNDS – ISSUANCE AND DETERMINATION OF A DEBTOR REFUND & COLLECTION FEES ON AN ACCOUNT WHEN MONIES ARE REFUNDED**

LASC has the sole authority to issue debtor refunds and determine whether a refund is due. If CONTRACTOR believes that a refund should be issued to a debtor, CONTRACTOR shall provide COUNTY/LASC with the following information:

- The debtor's name, receipt and account numbers
- The amount in dispute
- The reasons for the refund
- Supporting documentation
- COUNTY/LASC will not compensate CONTRACTOR for services in the event COUNTY/LASC refunds the entire amount of collected money to a debtor (see Section 3.13.3 - Invoices which include Account NSF Checks, or Account with a Debtor Refund).
- In the event of a partial refund, the Collection Fee shall be adjusted to the amount of collected money retained by COUNTY/LASC.

### **3.9.5 CUSTOMER SERVICE**

#### **3.9.5.1 DEBTOR COMMENT LINE**

CONTRACTOR shall set-up a toll-free telephone message line (e.g. 800) so that customers may leave voice mail messages regarding CONTRACTOR'S customer service. All voice mail messages received shall be transcribed verbatim and supplied to the COUNTY PM each month. All associated fees shall be at the expense of contractor.

#### **3.9.5.2 COMPLAINTS**

- The term "complaint" refers to any written, electronic or verbal protest lodged by a debtor, which alleges that CONTRACTOR, or one of its employees, engaged in inappropriate, unfair or harsh method(s) of collection, or conduct.
- In the event CONTRACTOR receives any verbal complaint, the CONTRACTOR shall immediately notify the COUNTY PM by telephone. The verbal notification shall be followed up in writing within three (3) business days.
- In the event the CONTRACTOR receives any written complaint, the CONTRACTOR shall immediately notify the COUNTY PM by telephone. The

CONTRACTOR shall provide the COUNTY PM with a copy of any written complaint within three (3) business days of receipt.

- CONTRACTOR shall promptly investigate all complaints and provide a written report to the COUNTY PM regarding the disposition of each verbal and written complaint within fourteen (14) business days of receiving the complaint. At minimum the report shall include the following:
  - A copy of the complaint (if applicable)
  - Identification by name of CONTRACTOR employee(s)
  - Results of the investigation
  - A statement describing the corrective action taken to resolve and avoid a reoccurrence of such a complaint
  - A response letter to the customer when directed by the COUNTY PM
- CONTRACTOR shall also maintain a Complaint Tracking Log (ATTACHMENT A) and a system to track complaints to the individual accounts and CONTRACTOR employee(s) handling the account. CONTRACTOR shall provide copy of the log to the COUNTY PM each month covering the prior month's activities.

### **3.9.6 DISPUTE OF THE OUTSTANDING BALANCE**

In the event a debtor disputes the Bail on an Infraction/ Misdemeanor with Unadjudicated Bail, CONTRACTOR shall continue with collection activities and inform the debtor that they may schedule a court appearance to dispute the balance/amount.

CONTRACTOR shall suspend all collection activities immediately when the debtor schedules a court appearance. Collection activities shall resume only when directed by COUNTY/LASC (see Section 3.5 - Court Appearances).

### **3.9.7 CLAIM OF DEATH**

Upon receipt of a certified copy of a death certificate, CONTRACTOR shall forward to COUNTY/LASC a copy of the correspondence and the certified copy of the death certificate and deem the account uncollectible.

### **3.9.8 CLAIM OF INCARCERATION**

In the event the debtor submits documentary evidence which indicates that the debtor is incarcerated, CONTRACTOR shall forward to COUNTY/LASC a copy of the correspondence and the documentary evidence. Collection activities shall continue unless COUNTY/LASC directs otherwise.

### **3.10 TRANSMISSION OF ACCOUNT INFORMATION**

**3.10.1** Data transmissions mentioned below will be handled via electronic file and/or computer tape. CONTRACTOR shall provide daily back-up provisions for electronic data. LASC will refer account information from multiple automated Information Systems with multiple file layouts including but not limited to:

- The Expanded Traffic Record System (ETRS) is the source of Infractions/Misdemeanors with Adjudicated and Unadjudicated Bail accounts.
- The Collection Data Base System (CDBS) is the source of Adjudicated Infractions/Misdemeanors and Adjudicated Misdemeanors/Felonies accounts.
- Payment information from accounts referred via ETRS will be entered onto the Financial Interface System (FIS).
- Payment information from accounts referred via CDBS will be entered onto the CDBS

#### **3.10.2 DATA ENTRY OF HARD COPY FORMAT**

CONTRACTOR shall be required to data input into their system account information referred by COUNTY/LASC that is in hard copy format.

#### **3.10.3 TAPE FORMAT & DETERMINATION OF THE DATA TO BE TRANSMITTED, TRANSACTION CODES, ETC.**

- All data on the account information tapes listed below must be in Extended Binary Coded Decimal Interchange Code format.
- The field definitions, data to be transmitted, and transaction codes for all the account information tapes and/or electronic files listed below will be determined by COUNTY/LASC and CONTRACTOR.

#### **3.10.4 REFERRAL INFORMATION – REFERRALS FROM ETRS**

- Once each week, COUNTY/LASC shall refer new accounts from ETRS to CONTRACTOR.
- Referrals shall correspond to ETRS referral file specifications (Attachment B).

### **3.10.5 RE-REFERRAL INFORMATION – RE-REFERRALS FROM ETRS**

- Once each week, COUNTY/LASC shall re-refer debtors who have scheduled a court appearance through CONTRACTOR and failed to appear in court.
- COUNTY/LASC shall either re-refer debtors through the ETRS referral file, or through a mechanism developed by CONTRACTOR and COUNTY/LASC.

### **3.10.6 REFERRAL INFORMATION – REFERRALS FROM CDBS**

- Once each week, COUNTY/LASC shall refer accounts from CDBS to CONTRACTOR through a mechanism developed by CONTRACTOR and COUNTY/LASC.
- Referrals shall correspond to CDBS referral file specifications (Attachment C).

### **3.10.7 PAYMENT INFORMATION**

The sum of all payments on file transmissions, manual and electronic, must equal the amount deposited into the COUNTY Bank Account, the sum of all the deposit slips, and the sum of all the payments listed on the payment report (see Section 3.13.6 - Payment Reports).

### **3.10.8 PAYMENT INFORMATION–FOR ACCOUNTS REFERRED VIA ETRS**

- Once each day, CONTRACTOR shall submit current payment information to COUNTY/LASC via a mechanism developed by CONTRACTOR and COUNTY/LASC.
- The payment file shall correspond to FIS file specifications (Attachment D).

### **3.10.9 PAYMENT INFORMATION – FOR ACCOUNTS REFERRED VIA CDBS**

- Once each day, CONTRACTOR shall submit current payment information to COUNTY/LASC via electronic file and/or computer tape.
- The payment file shall correspond to CDBS specifications (Attachment E).

### **3.10.10 UNCOLLECTIBLE INFORMATION – FOR ACCOUNTS REFERRED VIA ETRS**

- Once each month, CONTRACTOR shall return accounts deemed uncollectible to COUNTY/LASC via electronic file and/or tape.

- CONTRACTOR shall return such accounts to COUNTY/LASC with any updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).
- The uncollectible file shall correspond to ETRS specifications.

**3.10.11 UNCOLLECTIBLE INFORMATION – FOR ACCOUNTS REFERRED VIA CDBS**

- Once each month, CONTRACTOR shall return accounts deemed uncollectible to COUNTY/LASC via electronic file and/or tape.
- CONTRACTOR shall return such accounts to COUNTY/LASC with any updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).
- The uncollectible file shall correspond to CDBS and/or ETRS specifications. A mechanism to provide this information to COUNTY/LASC will be developed by CONTRACTOR and COUNTY/LASC.

**3.10.12 COURT APPEARANCE INFORMATION**

Once each day, CONTRACTOR shall submit court appearance information to the individual LASC locations. A mechanism to provide this information to the individual locations will be developed by CONTRACTOR and COUNTY/LASC.

**3.10.13 UPDATED INFORMATION TO CONTRACTOR ON COUNTY/LASC ACCOUNTS**

As needed, COUNTY/LASC will inform CONTRACTOR with any updated account information. A mechanism to provide this information to CONTRACTOR will be developed by CONTRACTOR and COUNTY/LASC.

**3.10.14 UPDATED INFORMATION ON COUNTY/LASC ACCOUNTS FROM CONTRACTOR**

- Upon COUNTY/LASC request, CONTRACTOR shall submit updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).
- Upon COUNTY/LASC request, the Updated Account Information File shall correspond with ETRS and/or CDBS specifications, and/or other alternative formats as specified by COUNTY/LASC.

### **3.10.15 MODIFICATION OF FILE LAYOUTS**

COUNTY/LASC has the right to modify file layouts identified above. COUNTY/LASC shall provide CONTRACTOR with new file layouts and a reasonable time period to implement.

## **3.11 ONLINE REQUIREMENTS**

### **3.11.1 CONTRACTOR SHALL PROVIDE EACH LASC LOCATION WITH "ON-LINE" ACCESS, OR A DIRECT COMPUTER LINK TO CONTRACTOR'S REFERRED ACCOUNT DATABASE**

- LASC locations with CONTRACTOR'S staff assigned (see Section 6.2.2 – CONTRACTOR'S Personnel at Various LASC Locations) will require full access to the CONTRACTOR'S computer system (e.g., input, inquiry, etc.)
- Specified LASC locations without CONTRACTOR'S staff assigned will require inquiry access only to the CONTRACTOR'S computer system.

### **3.11.2 ON-LINE SPECIFICATIONS – MINIMUM REQUIREMENTS**

- At a minimum, CONTRACTOR shall provide each LASC location with a personal computer, at current industry standard, and/or all the necessary peripheral equipment for on-line access to LASC accounts on CONTRACTOR'S computer system.
- CONTRACTOR shall install, maintain, upgrade and repair all equipment necessary for the operation of their computer system. All repairs to the on-line system must be made within forty-eight (48) hours of the reported problem.
- The on-line system shall be installed and operate independently of any existing COUNTY/LASC communication or database system.
- CONTRACTOR shall provide, install and maintain all necessary operating and/or application software.
- CONTRACTOR shall provide and install necessary cables, communication devices and data line services/connections.
- In the event CONTRACTOR establishes a Local Area Network, CONTRACTOR shall provide all necessary DSU-CSU/modems, servers, routers and/or hubs.
- The on-line system's minimum operating requirements shall be as follows:
  - The on-line system shall be available to COUNTY/LASC from 7:00 a.m. to 5:00 p.m. Monday, Tuesday, Wednesday, and Friday
  - On Thursday, the system shall be available to COUNTY/LASC from 7:00 a.m. to 7:00 p.m.

- The on-line system throughout shall be at minimum 56KB
- The on-line system response time shall be no greater than 7 seconds for any transaction
- CONTRACTOR shall provide COUNTY/LASC personnel with on-site training on the use of the on-line system.

### **3.11.3 ON-LINE CAPABILITIES**

The on-line system shall provide, at minimum, the following information:

- Account Number
- Debtor Name
- Debtor Address
- Identifying Information (e.g., Date of Birth and Social Security Number)
- Court Appearance Date
- Refreshed Address (e.g., addresses found via Skip Tracing)
- Account Status (e.g., Paid, Open, Closed, Withdrawn, Uncollectible)
- Amount Due
- Amount Paid
- Balance
- Last Date of Payment
- Last Notice Date
- Account History
- General Comments

**3.11.4** CONTRACTOR shall perform daily update and back-up on all account information systems accessed by on-line terminals at LASC locations.

## **3.12 FEES FOR SERVICES**

### **3.12.1 INVOICES**

CONTRACTOR shall invoice COUNTY/LASC only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR and subsequent deposit of the financial instruments into COUNTY Bank Account. CONTRACTOR shall not be compensated for activities on accounts for which debtor payments are not obtained.

CONTRACTOR shall be compensated only for services that result in the collection of revenue. COUNTY/LASC will not compensate

CONTRACTOR for expended services in the event debtor payment is not obtained.

The amount of the CONTRACTOR'S invoices shall be calculated in accordance with the following formula: Commission Rate (%) x total collections deposited in to COUNTY Bank Account during the period of the invoice.

CONTRACTOR shall submit to COUNTY/LASC an invoice each month by the 5th business day of the month for the prior month's deposits to the COUNTY Bank Account. Invoice shall be presented to COUNTY/LASC under the conditions and with the information set forth in Section 3.13.1 – Cycle for Submission of Invoices. An invoice without the required information will not be approved for payment.

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY PM prior to any payment thereof. In no event shall COUNTY/LASC be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the COUNTY PM.

### **3.12.2 PAYMENT ON ACCOUNTS WITH A COURT APPEARANCE AFTER REFERRAL**

In the event a debtor appears in court and subsequently pays the debt, COUNTY/LASC will compensate CONTRACTOR the amount that is adjusted (e.g., if a debtor's balance is reduced from \$550.00 to \$350.00 at a court appearance, and payment is made, the Collection Fee will be based on the new court ordered amount).

### **3.12.3 DISMISSED ACCOUNTS**

CONTRACTOR shall not receive compensation on any account that has been dismissed or suspended at a court appearance wherein a subsequent court fee has been imposed.

CONTRACTOR shall not receive compensation on an account where community service has been granted in lieu of fine.

### **3.12.4 FAILURE TO PAY ACCOUNTS**

- CONTRACTOR shall not receive compensation on an account in the event a debtor fails to pay the debt after a court appearance.

- COUNTY/LASC reserves the right to take actions deemed necessary to recover debt from a debtor who has failed to pay after a court appearance.
- CONTRACTOR shall not receive compensation in the event that COUNTY/LASC, one of its agents, or another service provider, recovers revenue on a debtor who failed to pay the debt after a court appearance.

### **3.12.5 PARTIAL PAYMENTS/PRORATED FEES**

The Commission Rate shall be based on the amount of gross revenue collected. For example, if a partial payment is made, commission shall only be paid on the partial payment amount.

### **3.12.6 PAYMENT ON ACCOUNTS DEEMED UNCOLLECTIBLE, OR WITHDRAWN BY COUNTY/LASC**

COUNTY/LASC will not compensate CONTRACTOR for an account collection if the debtor's payment, in whole or part, is received by COUNTY/LASC, one of its agents, another service provider, or the CONTRACTOR after an account has been returned by CONTRACTOR to COUNTY/LASC as Uncollectible or for accounts withdrawn by the COUNTY/LASC.

### **3.12.7 ACCOUNTS WITH NSF CHECKS**

- CONTRACTOR shall not receive compensation for services in the event a debtor submits a NSF check.
- Any bank imposed NSF check fees charged to the CONTRACTOR may be added to the account balance. CONTRACTOR may attempt to collect bank imposed fees after the COURT referral amount is satisfied. CONTRACTOR shall not receive compensation from COUNTY/LASC on NSF check fees charged to the CONTRACTOR.
- CONTRACTOR shall not transmit bank imposed fees to COUNTY/LASC.
- CONTRACTOR is not entitled to commission on bank imposed fees.

### **3.12.8 MAXIMUM COLLECTION FEE**

The maximum collection fee shall not exceed \$250.00 per account. On all Appointed Counsel Registration Fees (\$25.00 for juvenile cases, \$50.00 for adult cases), the maximum collection commission rate is limited to 20% of the registration fee collected.

### **3.13 REVENUE RECOVERED BY CONTRACTOR**

CONTRACTOR shall not deduct its fee directly from any collected revenue. CONTRACTOR shall receive payment from COUNTY/LASC by submitting an invoice as identified in Section 3.12 of this SOW.

#### **3.13.1 CYCLE FOR SUBMISSION OF INVOICES**

CONTRACTOR shall submit an invoice each month. Invoices shall only include collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR, and subsequent deposit of the financial instruments into the COUNTY Bank Account.

- Invoices must correspond with, and include an itemized list of the ACH transfers into the COUNTY Bank Account made during the billing cycle.
- The invoice should be itemized by case and include, at a minimum, the following information:
  - Case Number
  - Date Paid
  - Debtor Name
  - Amount Referred
  - Amount Paid on the Invoice
  - Total Amount Paid to Date
  - CONTRACTOR'S Commission Cost on Current Payment
  - CONTRACTOR'S Total Commission Cost Charged to Date
  - Civil Assessment Amount Collected
  - Total Civil Assessment Amount Collected to Date
  - Fine Amount Enclosed
  - Total Fine Amount Collected to Date
  - Balance Due
- The invoice must be subtotaled for each LASC location.

#### **3.13.2 REVENUE RECOVERED AFTER A COURT APPEARANCE**

- CONTRACTOR'S invoices shall not include accounts which were set for a court appearance.
- In the event revenue is collected by LASC on accounts that were set for a court appearance, CONTRACTOR shall provide supporting documentation of the payment as instructed by COUNTY/LASC. COUNTY/LASC will determine the total amount to be compensated for each monthly billing cycle, and will compensate CONTRACTOR accordingly.

### **3.13.3 INVOICES WHICH INCLUDE ACCOUNTS WITH NSF CHECKS, OR ACCOUNTS WITH A DEBTOR REFUND:**

- COUNTY/LASC will not compensate CONTRACTOR for services provided on accounts with NSF checks or debtor refunds.
- In the event of a partial refund, COUNTY/LASC will remit to CONTRACTOR a collection fee that is adjusted to the amount of collected money retained by COUNTY/LASC.
- In the event invoices include accounts with NSF checks or debtor refunds, COUNTY/LASC will deduct the amounts of the NSF checks or the debtor refunds from the invoice.
- In the event CONTRACTOR is compensated for accounts with NSF checks or debtor refunds, COUNTY/LASC will deduct the appropriate remitted amount from CONTRACTOR'S next invoice.

### **3.13.4 REPORTING REQUIREMENTS**

At a minimum, the CONTRACTOR shall generate and provide the following reports to COUNTY/LASC no later than the tenth business day of each month:

- A summary listing of accounts referred in a given month;
- A summary description of account activity and status. This report should include, but may not be limited to the following: case number, status, amount due, amount paid, balance, collection activities and court appearances;
- A summary description of month-to-date and year-to-date performance. This report should include, but may not be limited to: amount referred, amount collected, amount outstanding, amount adjudicated by the court, rate of collection, open accounts and paid accounts;
- The number of accounts with civil assessment added to the fine/bail;
- The number of debtors that paid their account in full within ten (10) days of the CONTRACTOR'S first collection letter;
- Gross placements and gross revenue collected;
- The number of court dates set by the CONTRACTOR by individual court location;
- The number of installment plans received and initially set up;
- The average installment payment amount;
- The number of calls made by CONTRACTOR;
- The number of calls received by CONTRACTOR;
- The number of collection letters sent by CONTRACTOR;
- The number of letters returned undeliverable;
- A detailed listing of all accounts deemed to be uncollectible;

- On an as-needed basis, provide a report, which lists all currently active accounts for which collection is still being pursued.
- The format and appearance of the above reports will be determined by COUNTY/LASC.
- COUNTY/LASC reserves the right to request additional ongoing and or ad hoc reports as deemed necessary.

### **3.13.5 ADMINISTRATIVE OFFICE OF THE COURT (AOC) REPORT**

On an annual basis, the Superior Courts of the State of California and the Counties of the State of California are required to complete and submit to the AOC a *Collections Reporting Template* with aggregate referred and collected amount for all Court/County collections programs to which Contractor is providing collections services. At no additional costs to COUNTY/LASC, CONTRACTOR shall provide the required data to COUNTY/LASC. The current data that needs to be provided is included in the Collections Reporting Data (Attachment F).

### **3.13.6 PAYMENT REPORTS**

Once each business day, CONTRACTOR shall submit a hard copy payment report to COUNTY/LASC.

- The sum of all the payments listed on the payment report must equal the amount transferred via ACH into the COUNTY Bank Account, the sum of all the payments on the electronic file and/or payment tapes.
- The payment report shall provide a detailed list of all debtors who paid, including, but not limited to the following elements:
  - Receipt number
  - Account number
  - First and last names
  - Type of financial instrument used to make payment (e.g., cash, checks, credit cards, etc.)
  - Amount paid
- The payment report should be sorted by receipt number.
- The payment report shall include grand totals for the number of accounts paid and the amounts collected.
- In the event no payments were received, CONTRACTOR shall submit a payment report, which indicates that no payments were received.

## **3.14 RETURN OF ACCOUNTS**

Upon termination of the Contract by either COUNTY/LASC or CONTRACTOR, CONTRACTOR shall reassign, or return to COUNTY/LASC all accounts, and copies of records and information in

their possession relating to said accounts such as refreshed addresses, which were obtained by CONTRACTOR.

**3.14.1** Accounts and related information will be returned in the formats specified in Section 3.10 -Transmission of Account Information, or in alternative formats as specified by COUNTY/LASC.

**3.14.2** At the end of the Contract period, CONTRACTOR shall promptly return to COUNTY/LASC all previously referred accounts and all records and/or files pertaining to such accounts. In no case shall CONTRACTOR continue working the accounts and no commissions will be paid on monies received by the CONTRACTOR from the debtors upon termination of the Contract.

**3.14.3** All account payment funds received by CONTRACTOR after contract termination shall be forwarded to COUNTY/LASC within three (3) business days of receipt. Any post-dated checks in CONTRACTOR'S possession will be voided and given to COUNTY/LASC to arrange for replacement from the maker(s).

**3.14.4** Any legal actions in progress at the time of contract termination shall be provided to COUNTY/LASC within fifteen (15) days of termination.

**3.14.5** Within forty-five (45) days of termination of this Contract, CONTRACTOR shall submit to COUNTY/LASC, in the form and with the certification and reports as may be prescribed by COUNTY/LASC, its termination claim and invoice. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY/LASC may determine, on the basis of information available to COUNTY/LASC, the amount, if any, due to CONTRACTOR in respect to the termination. Such determinations shall be final. After such determination is made, COUNTY/LASC shall pay CONTRACTOR the amount so determined.

**3.14.6** CONTRACTOR shall house and maintain all records related to their Contract performance for a minimum of five (5) years after contract termination at their office(s) in Los Angeles County. COUNTY/LASC will have the right to inspect these records at any time within this five (5) year period.

### **3.15 SIX MONTH AMNESTY PROGRAM**

Pursuant to California Vehicle Code Section 42008.7, COUNTY/LASC shall establish a one-time six (6) month amnesty program, from January 1, 2012 through June 30, 2012, in accordance with Judicial Council

Guidelines, for specified individuals convicted of an infraction who have delinquent court ordered debt which was due on or before January 1, 2009.

As directed by COUNTY/LASC, CONTRACTOR shall segregate and perform collection activity on accounts eligible for amnesty.

CONTRACTOR shall accept only the amount authorized/specified by the COUNTY/LASC as full payment.

CONTRACTOR shall segregate and process payments received during the amnesty program in the same manner as described in Section 3.8 and/or as required by Judicial Council guidelines.

As required by Judicial Council guidelines, CONTRACTOR shall provide the required report data of the Amnesty Program to COUNTY/LASC. The CONTRACTOR shall be compensated only on the amount collected.

#### **3.15.1 AMNESTY ELIGIBILITY REQUIREMENTS**

- The violation is an infraction violation filed with the court.
- The due date for payment of the fine or bail was on or before January 1, 2009.
- The defendant does not owe victim restitution on any case within the county.
- There are no outstanding misdemeanor or felony warrants for the defendant within the county.

#### **3.15.2 ADVERTISING AND MARKETING CAMPAIGN**

The CONTRACTOR shall provide advertising and marketing services for the Infraction Amnesty Program appropriate to the community, including but not limited to:

- Public Service Announcements (PSA) developed for the local community (e.g. Spanish and other languages) with a message approved by COUNTY/LASC;
- Traditional advertising media services such as newspapers, magazines, posters, hand-out material, and mailed notices;
- Modern social media such as Twitter and Facebook;
- A plan for the utilization of the above communication methods beginning not less than 60 days prior to the program start date of January 1, 2012.

All proposed advertising and marketing services are to be pre-approved by COUNTY/LASC.

### **3.15.3 REPORTING REQUIREMENTS**

CONTRACTOR shall comply with the reporting requirements set forth in Vehicle Code Section 42008.7, as specified in Attachment G.

CONTRACTOR shall also provide any additional reports required by COUNTY/LASC. At the discretion of COUNTY/LASC, the reports may be electronically transferred or provided in hardcopy format.

The CONTRACTOR shall provide sample reports to COUNTY/LASC for approval prior to the implementation.

### **3.15.4 ACKNOWLEDGMENT REPORT**

Upon request, CONTRACTOR shall provide a complete list to the COUNTY/LASC of all accounts by account category each time the COUNTY/LASC refers accounts to CONTRACTOR. The report shall be provided within two (2) business days following the date the CONTRACTOR can access the referral, and will list as applicable:

- Debtor's name
- Case number
- Bail or fine due date
- Amount of bail or fine referred

### **3.15.5 DAILY PAYMENT TRANSMITTAL REPORT**

Upon request, CONTRACTOR shall provide the COUNTY/LASC a daily payment information report, on the next business day, reflecting the prior day's payments. The daily payment transmittal report will include a listing of every account upon which full payment has been made, and for each such account, where applicable:

- Debtor's name
- Case number
- Total paid
- Amount paid with personal check that has not yet cleared

### **3.15.6 DAILY ADJUSTMENT REPORT**

Upon request, on the business day following the processing of any adjustment on any account, CONTRACTOR will provide the COUNTY/LASC with a daily report of each account where an adjustment has been made to any amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash." Examples of adjustment reasons are as follows:

- (a) Cash-related Adjustment
  - Returned Check
  - Misapplied Payment
  - Overpayment
- (b) Non-Cash related Adjustment
  - Referred in error by LASC
  - Incorrect referral amount/Paid
  - Payment collected by LASC

### **3.15.7 ACCOUNT STATUS REPORT**

Within five (5) business days after the end of each calendar month, CONTRACTOR will provide LASC with a complete listing of all such LASC accounts, by location, currently held by the CONTRACTOR. The report shall be on disc or other electronic media that does not require the CONTRACTOR or LASC to produce a hard copy report. The account status report will include, as applicable, 1) debtor's name; 2) case number; 3) bail or fine amount referred; and 4) total payment and adjustments. The account status report will be sorted alphabetically by debtor's last name.

### **3.15.8 TRANSITION SERVICES**

CONTRACTOR shall continue to forward all payments received on any accounts referred by COUNTY/LASC. If payment is forwarded to the COUNTY/LASC within 30 calendar days of expiration or termination of the Infraction Amnesty Program the COUNTY/LASC will pay CONTRACTOR the commission rate identified for the Infraction Amnesty Program. If the CONTRACTOR forwards payment to COUNTY/LASC after 30 calendar days of expiration or termination of the Infraction Amnesty Program, the CONTRACTOR will not receive the commission rate associated with the Amnesty Program. CONTRACTOR will only receive the commission rate associated with customary collections.

## **4.0 IMPLEMENTATION OF SERVICE**

### **4.1 IMPLEMENTATION DEADLINE**

CONTRACTOR shall meet and implement the full range of services and requirements described in this SOW within four (4) weeks of the Los Angeles COUNTY Board of Supervisors' approval of the contract between COUNTY/LASC and CONTRACTOR.

## **4.2 TRANSITION PLAN**

CONTRACTOR must provide a transition plan detailing how they will implement the full range of services and requirements described in this SOW within five (5) business days after being awarded the contract.

## **5.0 COUNTY/LASC RESPONSIBILITIES**

### **5.1 COUNTY PROJECT DIRECTOR (CPD)**

COUNTY/LASC shall appoint a COUNTY Project Director (CPD) that will have overall responsibility for managing the Contract and the work to be performed by the CONTRACTOR. The CPD will be an employee of the Superior Court or County of Los Angeles.

#### **5.1.1 CPD FUNCTIONS**

The CPD shall perform the following functions:

- Ensure that the objectives of this Contract are met.
- Provide direction to CONTRACTOR in areas related to COUNTY/LASC policy, information requirements and procedural requirements.
- The CPD will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/LASC in any respect whatsoever.

### **5.2 COUNTY PROJECT MANAGER (COUNTY PM)**

COUNTY/LASC shall appoint a COUNTY Project Manager (COUNTY PM) that will have responsibility for the day-to-day management of the work to be performed. The COUNTY PM will be an employee of the Superior Court or County of Los Angeles. The COUNTY PM shall be the primary contact person between the COUNTY/LASC and the CONTRACTOR and shall confer with the CONTRACTOR'S Project Manager on a regular basis.

#### **5.2.1 COUNTY PM FUNCTIONS**

The COUNTY PM shall perform the following functions:

- Oversee the deliverables and invoices from CONTRACTOR.
- Review, approve and recommend all correspondence related to this Contract.
- Approve the assignment of CONTRACTOR'S Project Manager and employees. The COUNTY PM may request the removal of the CONTRACTOR'S Project Manager and/or other employee if the COUNTY PM determines that it is in the best interest of the COUNTY/LASC.

- Monitor, evaluate and prepare periodic reports on CONTRACTOR'S performance.
- Provide instruction to CONTRACTOR'S Project Manager regarding clerical staff facility assignments in accordance with Section 6.2.2 – CONTRACTOR'S Personnel at Various Locations.
- The COUNTY PM will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/LASC in any respect whatsoever.

### **5.3 WORK AREAS AND TELEPHONE LINES**

COUNTY/LASC will provide CONTRACTOR with work areas and telephone lines for CONTRACTOR'S employees who work at LASC locations. LASC will permit CONTRACTOR'S employees access to LASC lunch rooms and restrooms where available.

## **6.0 CONTRACTOR'S RESPONSIBILITIES**

### **6.1 CONTRACT PROJECT MANAGER (Contract PM)**

- 6.1.1** CONTRACTOR must provide and name a Contract Project Manager (Contract PM) who shall act as a liaison for the CONTRACTOR and will have full authority to act on behalf of the CONTRACTOR in all matters related to the daily operation of the contract. The CONTRACTOR'S Contract PM must have at least five (5) years experience managing collection projects of similar scope and complexity for courts or government agencies.
- 6.1.2** CONTRACTOR'S Contract PM shall be available to the COUNTY'S PM for on-site consulting. CONTRACTOR'S Contract PM shall attend at minimum monthly meetings to discuss and resolve problems.
- 6.1.3** CONTRACTOR'S Contract PM shall work with the COUNTY'S PM to resolve any potential areas of difficulty before a problem occurs.
- 6.1.4** CONTRACTOR shall name a backup Contract PM. The CONTRACTOR'S backup Contract PM must have at least five (5) years experience managing collection projects of similar scope and complexity for courts or government agencies. In the absence of CONTRACTOR'S Contract PM, the backup Contract Project Manager shall be available via telephone between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

- 6.1.5** CONTRACTOR'S Contract PM shall respond within twenty-four (24) hours to requests made by COUNTY/LASC between 8:00 a.m. and 5:00 p.m., Monday through Friday, and at other times as requested by the COUNTY'S PM.
- 6.1.6** The CONTRACTOR shall inform the COUNTY PM in writing of the name, address and telephone number of the individual designated to act as Contract PM and his/her backup.
- 6.1.7** CONTRACTOR shall provide the COUNTY PM with a current list of employees/management assigned to this contract, within five days after contract approval and at a minimum, every six (6) months and keep this list current during the term of this Contract.
- 6.1.8** CONTRACTOR shall provide small combination safe(s) for the CONTRACTOR'S clerical staff to store their revolving funds and any monies collected.
- 6.1.9** CONTRACTOR shall provide a representative for LASC collection meetings, as requested by the COUNTY PM.
- 6.1.10** CONTRACTOR shall advise the COUNTY PM at a minimum of three (3) business days before terminating or suspending any CONTRACTOR clerical staff assigned to work at a LASC location.
- 6.1.11** CONTRACTOR shall maintain membership in the California Association of Collectors during the term of the Contract.

## **6.2 CONTRACTOR'S PERSONNEL**

### **6.2.1 CONTRACTOR'S PERSONNEL REQUIREMENTS**

- CONTRACTOR'S personnel must meet the following requirements:
- CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, any CONTRACTOR employee who is performing unsatisfactorily (in the opinion of the COUNTY PM) will be removed from service under this Contract immediately.
  - Employee performing services for COUNTY/LASC must be over the age of eighteen (18).
  - Employee performing services for COUNTY/LASC must fluently read, write, speak and comprehend English.
  - Employee performing service at a LASC facility shall have a thorough knowledge of the work to be performed, the

performance standards to be met, and the special needs of the LASC facility being served.

- CONTRACTOR'S employees shall not bring visitors into any LASC facility; shall not bring in any forms of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; shall be subject to authorized search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations in accordance with applicable COUNTY/LASC policy.
- CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge that identifies the employee by name, physical description and company. Such badge shall be displayed on employee's person at all times he/she is within the confines of LASC facilities.

**6.2.2 CONTRACTORS PERSONNEL AT VARIOUS LASC LOCATIONS**  
CONTRACTOR must provide personnel at locations specified by COUNTY/LASC:

- CONTRACTOR shall provide a minimum of forty-five (45) full-time clerical staff to various LASC locations to assist in the processing of accounts referred for collections. In addition, the CONTRACTOR will provide sufficient clerical staff back-up and managerial staff as needed by COUNTY/LASC. CONTRACTOR'S staff must be trained in related aspects of CONTRACTOR'S business (e.g., CONTRACTOR'S automated systems).
- CONTRACTOR'S staff shall be responsible for the following types of assignments, including, but not limited to:
  - Assist clients at the window
  - Answer telephones
  - Receipt payments
  - Update CONTRACTOR and/or LASC case management systems
  - Answer technical questions related to collections
  - Set court dates for clients
  - Troubleshooting issues
  - Provide COUNTY/LASC with weekly status reports
  - Provide other adhoc reports as requested by COUNTY/LASC
- COUNTY/LASC anticipates that CONTRACTOR'S employees will be assigned to the following LASC locations (see chart below for allocation and ATTACHMENT H for Court locations). However, COUNTY/LASC needs may vary. CONTRACTOR employees assigned to work at a LASC location may be

reassigned to any LASC location by the COUNTY PM to ensure the needs of COUNTY/LASC are met. If coverage is needed, a staff replacement must be at the LASC job location within two (2) hours of being notified by LASC.

COURT	STAFF COUNT	COURT	STAFF COUNT
Metropolitan Court	4	Santa Monica Court	1
Beverly Hills Court	1	Bellflower Court	1
Long Beach Court	1	Downey Court	1
Pomona Court	2	East Los Angeles Court	1
Compton Court	2	San Fernando Court	1
Van Nuys Court	1	San Pedro Court	1
Pasadena Court	1	Whittier Court	1
El Monte Court	1	Malibu Court	1
Torrance Court	1	West Los Angeles Court	1
Inglewood Court	1	West Covina Court	2
Alhambra Court	1	Huntington Park Court	1
Santa Clarita Court	1	Chatsworth Court	1
Burbank Court	1	Regional Customer Service Reps	12
Lancaster Court	1		
Glendale Court	1	<b>TOTAL</b>	<b>45</b>

- CONTRACTOR will provide COUNTY/LASC the method for supervision of CONTRACTOR'S employees assigned to LASC locations.
- For each clerical staff, CONTRACTOR shall provide a personal computer at current industry standards and all necessary computer peripherals (e.g., printers, modems, etc.). In addition, CONTRACTOR shall provide clerical staff with all necessary office products (writing instruments, forms, file folders, fax machines as determined by COUNTY/LASC, etc.) to perform their job functions.

## 7.0 MONITORING OF CONTRACTOR'S PERFORMANCE

### 7.1 PERFORMANCE

Performance shall be monitored using monthly reports discussed in Section 3.13.4 (Reporting Requirements) and evaluated at the end of the fiscal year. In addition, COUNTY/LASC shall monitor the CONTRACTOR'S performance to the Contract based on, but not limited to, the Performance Requirements listed on the Quality Control Plan (Attachment I) and Deliverables (Attachment J).

## **7.2 NON-CONFORMANCE**

If CONTRACTOR performance does not conform to all requirements in this SOW and is unsatisfactory, the COUNTY PM shall write a Contract Discrepancy Report (CDR), (Attachment K) and forward it to CONTRACTOR. CONTRACTOR shall respond within five (5) working days upon notification by COUNTY PM and correct the discrepancy, at CONTRACTOR'S expense, if any.

COUNTY PM shall monitor all requirements described herein. COUNTY PM may from time to time provide comment on these services but will not unreasonably interfere with CONTRACTOR performance.

## **7.3 AUDITS**

COUNTY/LASC may, at its discretion, direct or conduct Financial, Operational or other audits of the CONTRACTOR'S performance to ensure CONTRACTOR'S compliance with all requirements specified in this SOW.

# **8.0 UNSATISFACTORY PERFORMANCE OF SPECIFIED SERVICES**

## **8.1 CONTRACT DISCREPENCY REPORT**

In the event CONTRACTOR provides less than satisfactory performance of any service, or compliance with any requirement specified in this SOW, COUNTY/LASC shall issue, within five (5) business days to CONTRACTOR, a Contract Discrepancy Report (CDR). Additionally, COUNTY/LASC may apply one or more of the following remedies as deemed necessary:

**8.1.1** COUNTY/LASC may require CONTRACTOR to implement a formal corrective action plan, which will be subject to COUNTY/LASC'S approval. The corrective action plan must include:

- The reasons for the unacceptable level of performance, or failure to provide the specified services;
- Descriptions of the specific steps to return performance to an acceptable level; and,
- Descriptions of monitoring methods that will be implemented to prevent recurrence.

**8.1.2** COUNTY/LASC may withhold account referrals until COUNTY/LASC determines the CONTRACTOR is providing the specified service.

8.1.3 COUNTY/LASC may terminate the Contract between CONTRACTOR and COUNTY/LASC pursuant to Section 8 of the Contract.

8.1.4 In the event COUNTY/LASC applies any of the above sanctions, COUNTY/LASC will notify CONTRACTOR in writing of the sanction(s) applied and the reason(s) for the sanction(s).

## **9.0 REMEDIES**

### **9.1 NON-COMPLIANCE**

When CONTRACTOR'S performance is not in compliance with the requirements of the SOW, COUNTY PM shall document unsatisfactory performance and may, if CONTRACTOR'S performance remains unsatisfactory, exercise its right up to and including termination of the Contract.

### **9.2 FINANCIAL REMEDIES**

CONTRACTOR must meet the minimum success rate of a 15% average on all types of accounts referred after the second year of the contract. If the CONTRACTOR fails to meet the minimum success rate, a penalty equal to 5% of the commission paid to the CONTRACTOR for that fiscal year will be imposed. CONTRACTOR shall remit payment of penalty to COUNTY/LASC within thirty (30) business days of notice of penalty.

Within ten (10) business days after the notice of penalty, the CONTRACTOR may present evidence to the COUNTY PM that economic or environmental factors, outside of the control of the CONTRACTOR, have negatively impacted their ability to meet the minimum success rate. Such evidence shall be in writing and include supporting documentation. COUNTY/LASC shall review such evidence and provide the CONTRACTOR with their decision within thirty (30) business days. The decision of COUNTY/LASC shall be final.

## **10.0 WORK QUALITY ISSUES**

Questions regarding the quality and direction of work performance will normally be handled between COUNTY PM and CONTRACTOR, but if and when COUNTY/LASC finds that important work matters are not being properly handled by CONTRACTOR and that previous management efforts by COUNTY/LASC have failed to achieve desired results, COUNTY/LASC may exercise remedies under the Contract.

## **11.0 SECURITY AND CONTROL PROCEDURES**

**11.1** CONTRACTOR shall apply General Accepted Accounting Principles in the management and processing of COUNTY/LASC accounts as well as preparation and maintenance of financial records and reports.

**11.2** CONTRACTOR shall provide COUNTY/LASC a list of all pending and closed litigation, judgments, arbitrations, investigations or other controversy pending for the last five (5) years, to which CONTRACTOR or its principals were a party.

In addition, CONTRACTOR shall immediately notify COUNTY/LASC of any new litigation. The list shall at minimum contain: the case number, court venue and jurisdiction, a brief explanation of the litigation/judgment and the outcome/resolution.

**11.3** CONTRACTOR shall be responsible for safeguarding any/all COUNTY/LASC property in accordance with this SOW. CONTRACTOR shall ensure the confidentiality of information and require all CONTRACTOR personnel providing services in conjunction with the Contract to sign a CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT attached to the Sample Contract as Exhibit G1. Employee confidentiality Contracts must be submitted within three (3) business days of employee's start of work.

**11.4** CONTRACTOR shall develop and submit to COUNTY/LASC within five (5) business days of execution of the Contract, Security and Control Procedures. The procedures shall identify methods used by CONTRACTOR to ensure that COUNTY/LASC property is safeguarded at all times while in CONTRACTOR'S possession. Security and Control procedures should include, but are not limited to: ensuring the security of COUNTY/LASC forms, case management systems, cash handling responsibilities (if applicable). CONTRACTOR shall notify the COUNTY PM of any changes to Security and Control Procedures within ten (10) business days of making a change.

**11.5** CONTRACTOR shall develop and maintain a written Quality Control Plan to ensure compliance with all of the CONTRACTOR'S responsibilities as set forth in this SOW. The CONTRACTOR'S initial plan shall be submitted within five (5) business days after execution of the Contract. Updates shall be submitted to the COUNTY PM for approval within ten (10) business days. The Plan shall include, but not be limited to, the following information:

- 11.5.1** The activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished and the title of the individual(s) who will perform the monitoring.
- 11.5.2** Methods for identifying deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the contract.
- 11.5.3** Methods for documenting the monitoring results and, if necessary, the corrective action taken.
- 11.5.4** CONTRACTOR shall provide COUNTY/LASC a quarterly audit showing the results of the quality control plan (Attachment I).
- 11.6** CONTRACTOR'S internal account processing shall also include a History of Activity for each account, which lists the type and date of all activities, such as letters, telephone calls, involuntary actions, etc., employed by CONTRACTOR.

ATTACHMENT A

COMPLAINT TRACKING LOG

Date of Complaint	Collector's Name (if Applicable)	Complaint	Case Number	Customer's Name	Action Taken by CONTRACTOR	Date CPM Notified

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

**REVENUE COLLECTION**

**REFERRAL FILE SPECIFICATION - ETRS**

The following is the referral record layout from Expand Traffic Record System (ETRS) to CONTRACTOR:

**Referral Record Layout for Failure-To-Appear (FTA)**

Field Name	Data Type	Width	Notes
01. Case Number	Character	8	
02. LEA	Character	4	
03. Court ID	Character	3	
04. RSP-Agency	Character	4	
05. Issue Date	Numeric	4	Packed - CYMMDD
06. RF Type	Character	1	
07. Last Name	Character	15	
08. First Name	Character	12	
09. Middle Name	Character	12	
10. Suffix	Character	3	
11. Judges ID	Character	5	
12. Division	Character	3	
13. Date of Birth	Numeric	4	Packed - CYMMDD
14. Vehicle License No.	Character	8	
15. Vehicle Lic. No. State	Character	2	
16. Driver License Number	Character	10	
17. Driver License State	Character	2	
18. Address	Character	24	
19. City	Character	13	
20. State	Character	2	
21. Zip Code	Numeric	9	
22. Vehicle Speed	Numeric	3	
23. Speed Limit	Numeric	2	
24. Night Court	Character	1	
25. Seat Belt	Character	1	
26. Prior Flag	Character	1	
27. Violation Code 1	Character	8	
28. Statute Code 1	Character	2	
29. Bail Amount 1	Numeric	4	Packed - \$\$\$\$CC Zero filled, 2 implied decimal
30. Violation Ind. For 'FPS'	Character	1	

Referral Record Layout for Failure-To-Appear (FTA) – cont'

Field Name	Data Type	Width	Notes
31. Violation Code 2	Character	8	
32. Violation Statute 2	Character	2	
33. Bail Amount 2	Numeric	4	Packed - \$\$\$\$\$\$CC Zero filled, 2 implied decimals
34. Violation Ind. For 'FPS'	Character	1	
35. Violation Code 3	Character	8	
36. Violation Statute 3	Character	2	
37. Bail Amount 3	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled, 2 implied decimals.
38. Violation Ind. For 'FPS'	Character	1	
39. Violation Code 4	Character	8	
40. Violation Statute 4	Character	2	
41. Bail Amount 4	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled, 2 implied decimals
42. Violation Ind. For 'FPS'	Character	1	
43. RF-Bail Amount	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled implied decimals
44. RF-PA-Bail Amount decimals	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled, 2 implied
45. Judges Name	Character	27	
46. Violation City	Character	3	
47. Filler	Character	3	
48. Violation Date	Numeric	4	Packed - CYYMMDD
49. Appear Date	Numeric	4	Packed - CYYMMDD
50. Filler	Character	2	

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

**REVENUE COLLECTION**

**REFERRAL FILE SPECIFICATION - CDBS**

The following is the referral record layout from the Collection Database System (CDBS) to CONTRACTOR:

**Referral Record Layout (control record)**

This is a control record. The referral file will have this record as the first record on the file. The totals are cumulative amounts of information from the detail record.

<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
01. Record Type	Character	1	"1"
02. Debt Type	Character	3	"COD"
03. COUNTY Code	Character	2	"19"
04. COUNTY Court Code	Character	3	"LAJ"
05. Total Records	Character	9	Zero filled
06. Total Principal	Character	12	Zero filled, 2 implied decimals.
07. Filler	Character	570	
	<b>Total</b>	<b>600</b>	

**Referral Record Layout – Record Type 2 (detail record)**

<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
01. Record Type	Character	1	"2"
02. Debt Type	Character	3	"COD"
03. Action Type	Character	2	" N" = New Case, " W" = Withdraw Case " R" = Revise Case Information
04. COUNTY Code	Character	2	"19" = Los Angeles COUNTY
05. COUNTY Court Code	Character	3	"LAJ"
06. Court ID	Character	3	
07. Case Location (Type)	Character	2	"TR" = RS Case, "TS" = Failure-to-Pay Case, and "CR" = Criminal Case.
08. Defendant Number	Character	2	
09. LEA	Character	4	

## Payment File Layout – Record Type 2 (cont')

Field Name	Data Type	Width	Notes
10. Case Number	Character	8	
11. Filler	Character	4	
12. COUNTY Participant ID	Character	10	
13. Social Security Number	Character	9	
14. Last Name	Character	17	
15. First Name	Character	11	
16. Middle Initial	Character	1	
17. Violation Date	Character	8	MMDDYYYY
18. Address Status	Character	1	
19. Address 1	Character	30	
20. Address 2	Character	30	
21. Apartment	Character	5	
22. City	Character	17	
23. State	Character	2	
24. Country	Character	30	If foreign
25. Zip Code	Character	9	
26. Referral Amount	Character	9	Zero filled, 2 implied decimals.
27. Filler	Character	36	
28. AKA Last Name	Character	17	
29. AKA First Name	Character	11	
30. AKA Middle Initial	Character	1	
31. Filler	Character	58	
32. Home Phone	Character	10	
33. Business Phone	Character	10	
34. Filler	Character	10	
35. Driver License Number	Character	10	
36. Driver License State	Character	2	
37. Filler	Character	12	
38. Vehicle License Number	Character	7	
39. Date of Birth	Character	8	MMDDYYYY
40. Filler	Character	10	
41. Date of Last Payment	Character	8	MMDDYYYY
42. Filler	Character	10	
43. Violation Statute 1	Character	3	
44. Violation Code 1	Character	15	
45. Violation Statute 2	Character	3	
46. Violation Code 2	Character	15	
47. Violation Statute 3	Character	3	
48. Violation Code 3	Character	15	
49. Violation Statute 4	Character	3	
50. Violation Code 4	Character	15	
52. Filler	Character	85	
	<b>Total</b>	<b>600</b>	

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES  
REVENUE COLLECTION

**PAYMENT/CONTINUANCE ARRAIGNMENT  
FILE SPECIFICATION TO "FIS"**

The following is the payment/continuance arraignment record layout from CONTRACTOR to Financial Interface System (FIS):

**Payment/Continuance Arraignment Record Layout for Failure-To-Appear (FTA)**

Field Name	Data Type	Width	Notes
01. Suspense-Seg-Length	Numeric	4	"0495"
02. System Identifier	Character	1	
03. Receipt Date	Character	6	YYMMDD
04. Receipt Number	Character	12	The receipt no. is a combination of the following fields: Century code, Receipt no., Pay Type, and Receipt seq. no.
05. FIS Tran. Code	Numeric	4	
06. System Time	Numeric	8	HHMMSSHH
07. Case Number	Character	8	
08. LEA	Character	4	
09. Logical Terminal	Character	8	
10. Court Abbv.	Character	3	
11. Void Flag	Character	1	
12. Last Name	Character	15	
13. First Name	Character	12	
14. Middle Name	Character	12	
15. Suffix	Character	3	
16. Street Address	Character	24	
17. City	Character	13	
18. State	Character	2	
19. Zip Code	Numeric	9	
20. Driver License Number	Character	10	
21. Driver License State	Character	2	
22. Date of Birth	Numeric	6	YYMMDD
23. Abstract Flag	Character	1	
24. Mail Flag	Character	1	
25. Revenue Flag	Character	1	

**Payment/Continuance Arraignment Record Layout for Failure-To-Appear (FTA)**

Field Name	Data Type	Width	Notes
26. Amend-Correct Flag	Character	1	
27. Transaction Type	Character	1	
28. Overage amount	Numeric	9	Zero filled, 2 implied decimals.
29. Amount Paid	Numeric	9	Zero filled, 2 implied decimals.
30. Refund Amount	Numeric	9	Zero filled, 2 implied decimals.
31. Violation Ind. 1	Character	1	
32. No-Repl Flag 1	Character	1	
33. Violation Code 1	Character	8	
34. Statute Book Code 1	Character	2	
35. Base Bail Amount 1	Numeric	9	Zero filled, 2 implied decimals.
36. Fine Amount 1	Numeric	9	Zero filled, 2 implied decimals.
37. Violation Ind. 2	Character	1	
38. No-Repl Flag 2	Character	1	
39. Violation Code 2	Character	8	
40. Statute Book Code 2	Character	2	
41. Base Bail Amount 2	Numeric	9	Zero filled, 2 implied decimals.
42. Fine Amount 2	Numeric	9	Zero filled, 2 implied decimals.
43. Violation Ind. 3	Character	1	
44. No-Repl Flag 3	Character	1	
45. Violation Code 3	Character	8	
46. Statute Book Code 3	Character	2	
47. Base Bail Amount 3	Numeric	9	Zero filled, 2 implied decimals.
48. Fine Amount 3	Numeric	9	Zero filled, 2 implied decimals.
49. Violation Ind. 4	Character	1	
50. No-Repl Flag 4	Character	1	
51. Violation Code 4	Character	8	
52. Statute Code 4	Character	2	
53. Base Bail Amount 4	Numeric	9	Zero filled, 2 implied decimals.
54. Fine Amount 4	Numeric	9	Zero filled, 2 implied decimals.
55. Bail Amount NC	Numeric	9	Zero filled, 2 implied Decimals

Field Name	Data Type	Width	Notes
56. Fine Amount NC	Numeric	9	Zero filled, 2 implied decimals.
57. Total Bail Amount	Numeric	9	Zero filled, 2 implied decimals.
58. Total Fine Amount	Numeric	9	Zero filled, 2 implied decimals.
59. Partial Payment	Character	1	
60. Disp. Code	Character	1	
61. Disp. Date	Numeric	6	YYMMDD
62. Jud. Line Cnt	Character	2	
63. Judgment Rendered	Character	28	
64. Term	Character	4	
65. BAC	Character	2	
66. Arrested Flag	Character	1	
67. Fine Stayed Date	Numeric	6	YYMMDD
68. Lin. Sup. Date	Numeric	6	YYMMDD
69. Term Res.	Character	3	
70. Amend Date	Numeric	6	YYMMDD
71. Approx. Speed	Numeric	3	
72. Max. Speed	Numeric	2	
73. Overload	Numeric	5	
74. Action code	Character	2	
75. Action Date	Numeric	6	
76. Case Number #2	Character	8	
77. Division Code	Character	3	
78. Division Time	Character	1	
79. Bail Type	Character	3	
80. Trial Docket No.	Character	6	
81. Witness Info.	Character	25	
82. Bond Number	Character	10	
83. Dup. Abstract	Character	1	
84. Installment Fee	Numeric	4	Zero filled, 2 implied decimals.
85. Update Total Flag	Character	1	
86. PHS Appear Date	Numeric	6	Same as Receipt Date (YYMMDD)
87. Citation PA Bail	Numeric	9	Zero filled, 2 implied decimals.
88. Citation Base Bail	Numeric	9	Zero filled, 2 implied decimals.
89. 10 Correct Flag	Character	1	
90. Violation City	Character	3	
91. RF Civil Assess Amount	Numeric	9	Zero filled, 2 implied Decimals

Field Name	Data Type	Width	Notes
92. RF Civil Assess Paid	Numeric	9	Zero filled, 2 implied decimals.
93. Prior Case Status	Character	2	Zero filled, 2 implied decimals.
94. RMS FTB Bail Amt	Numeric	9	Zero filled, 2 implied decimals.
95. FIS Tran Fee	Numeric	9	Zero filled, 2 implied decimals.
96. Waive Civil Flag	Character	1	
97. Filler	Character	9	

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

**REVENUE COLLECTION**

**PAYMENT FILE SPECIFICATION**

The following is the payment record layout from CONTRACTOR to the Collection Database System (CDBS):

**Payment Record Layout – Record Type 1 (control record)**

This is a control record. The payment file must have this record as the first record on the file. The totals are cumulative amounts of information that are on the other records.

<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
01. Record Type	Character	1	"1"
02. Debt Type	Character	3	"COD"
03. COUNTY Code	Character	2	"19" = Los Angeles COUNTY
04. COUNTY Court Code	Character	3	"LAJ"
05. Total Records	Character	9	Zero filled
06. Total Amount	Character	10	Zero filled, 2 implied decimals.
07. Claim Schedule Number	Character	8	
08. Processing Date	Character	8	MMDDYYYY
09. Filler	Character	206	
	<b>Total</b>	<b>250</b>	

**Payment Record Layout – Record Type 2 (detail record)**

<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
01. Record Type	Character	1	"2", "U" = unidentified case, "I" = Identified Case
02. Debt Type	Character	3	"COD"
03. COUNTY Code	Character	2	"19" = Los Angeles COUNTY
04. COUNTY Court Code	Character	3	"LAJ"
05. Court ID	Character	3	
06. Case Location (Type)	Character	2	"TR" = RS Case, "TS" = Failure-to-Pay Case, and "CR" = Criminal Case.
07. Defendant Number	Character	2	
08. LEA	Character	4	

Payment Record Layout – Record Type 2 (cont')

Field Name	Data Type	Width	Notes
09. Case Number	Character	8	
10. Filler	Character	4	
11. COUNTY Participant ID	Character	10	
12. Social Security Number	Character	9	
13. Last Name	Character	17	
14. First Name	Character	11	
15. Middle Initial	Character	1	
16. Amount of Payment	Character	9	Zero Filled, 2 implied decimals.
17. Received Date	Character	8	MMDDYYYY
18. Filler	Character	10	
19. Correct Receipt No.	Character	12	correct receipt number for identifying the unidentified case.
20. Receipt Number	Character	12	Regular receipt number
21. Filler	Character	119	
	<b>Total</b>	<b>250</b>	

**Note: The highlighted number fields are mandatory.**

Collections Reporting Template  
Annual Financial Report

Select court/county (see Contact Information worksheet #1)

REPORTING PERIOD			
Row	Program	Reporting Period	Col. A
1	Beginning Date	01-Jul-09	First day of Reporting Period
2	Ending Date	30-Jun-10	Last day of Reporting Period

FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS							
Row	Program	Number of Cases Established/ Referred In Period	Value of Cases Established/ Referred In Period	Debt Transfers	Gross Revenue Collected During the Period	Cost of Collections (pursuant to Penal Code 1463.007)	Adjustments
		Col. B	Col. C	Col. D	Col. E	Col. F	Col. G
3	Non-Delinquent Collections						
4	Court Collection Program						
5	County Collection Program						
6	Private Agency						
7	FTB Court-Ordered Debt						
8	Contract/Hard to Collect						
9	Other						
10	Total						

Row	Quality Checklist	Quality Criteria
11	<input type="checkbox"/>	Rows 3-10 Includes all fines, fees, forfeitures, penalties and assessments except victim restitution and other justice related reimbursements (see Row 46 for more information).
12	<input type="checkbox"/>	Rows 3-10 Includes traffic, criminal, juvenile case types.
13	<input type="checkbox"/>	Rows 3-10 Includes felonies, misdemeanors and infractions.
14	<input type="checkbox"/>	Row 3 includes all collections for cases that were paid in full on or before the due date.
15	<input type="checkbox"/>	Rows 4-9 includes all cases that were not paid in full on or before the due date.
16	<input type="checkbox"/>	Rows 3-10 Includes only cases referred/established, transfers processed, revenue collected, or adjustments posted during the reporting period.
17	<input type="checkbox"/>	Row 3, Column E, includes traffic bail forfeitures.
18	<input type="checkbox"/>	Rows 4-9, Columns B and C, represents new debt referrals to collection programs (returned cases should be reported in Column D).
19	<input type="checkbox"/>	Debts that were returned by or transferred between collections program are recorded as a negative value in Column D. Debt returned to a program are recorded as a positive value in Column D.
20	<input type="checkbox"/>	Column E includes all monies received towards the satisfaction of court-ordered debts.
21	<input type="checkbox"/>	Column F includes the cost of collections that, pursuant to PC 1463.007, is allowable to offset revenue prior to distribution to other governmental entities.
22	<input type="checkbox"/>	Cost of collections is entered in Column F as a negative number unless posting a reversal.
23	<input type="checkbox"/>	Value of adjustments reported in Column G includes all suspensions, alternative payments, dismissals, discharges or other non-cash adjustments that decrease or increase the amount outstanding for individual debt items.

FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS: BEGINNING AND ENDING BALANCES							
Row	Program	Number of Cases - Beginning Balance	Value of Cases - Beginning Balance	Change in Value (from above)	Number of Cases - Ending Balance	Value of Cases - Ending Balance	Error Messages
		Col. H	Col. I	Col. J	Col. K	Col. L	Col. M
24	Court Collection Program						
25	County Collection Program						
26	Private Agency						
27	FTB Court-Ordered Debt						
28	Contract/Hard to Collect						
29	Other						
30	Total						

Row	Quality Checklist	Quality Criteria
31	<input type="checkbox"/>	Rows 24-29 includes fines, fees, forfeitures, penalties and assessments except victim restitution and other justice related reimbursements.
32	<input type="checkbox"/>	Rows 24-29 includes cases that have been referred to a collection program.
33	<input type="checkbox"/>	Columns I and L includes traffic, criminal, and juvenile case types.
34	<input type="checkbox"/>	Number of cases and value reported in Columns I and L reconcile to figures reported from underlying systems and vendors.
35	<input type="checkbox"/>	Number of cases and value reported in columns H and I match ending value reported in prior year.
36	<input type="checkbox"/>	Value of cases at end of period (Column L) balances to value of cases at beginning of period (Column I), plus change in value reported in Column J (which is the sum of Columns C and D less the amounts shown in Columns E and G).
37	<input type="checkbox"/>	No error messages shown in Column M. Note: An error message in Column M indicates that the beginning balance in Column I, plus the value of transactions reported in Column J (J = C + D - E - G) does not equal the ending balance reported in Column L.

Collections Reporting Template  
Annual Financial Report

VICTIM RESTITUTION AND OTHER JUSTICE RELATED REIMBURSEMENTS							
Row	Program	Number of Cases Established/ Referred in Period Col. N	Value of Cases Established/ Referred in Period Col. O	Debt Transfers Col. P	Gross Revenue Collected During the Period Col. Q	Adjustments Col. R	Change in Value Col. S
38	Non-Delinquent Collections						-
39	Court Collection Program						-
40	County Collection Program						-
41	Private Agency						-
42	FTB Court-Ordered Debt						-
43	Contract/Hard to Collect						-
44	Other						-
45	Total						-

Row	Quality Checklist	Quality Criteria
46	<input type="checkbox"/>	Rows 38-44 includes any victim restitution and reimbursements (to court appointed counsel and other parties) that were not included in rows 4-9.
47	<input type="checkbox"/>	Rows 38-44 includes only cases referred/established, transfers processed, revenue collected, or adjustments posted during the reporting period.
48	<input type="checkbox"/>	Gross revenue collected is entered in Column Q as a positive number unless posting reversal.
49	<input type="checkbox"/>	Adjustments in Column R are entered as a positive number if it causes the outstanding balance to decrease or as a negative number if it causes the outstanding balance to increase.

VICTIM RESTITUTION AND OTHER JUSTICE RELATED REIMBURSEMENTS: BEGINNING AND ENDING BALANCES							
Row	Program	Number of Cases - Beginning Balance Col. T	Value of Cases - Beginning Balance Col. U	Number of Cases - Ending Balance Col. V	Value of Cases - Ending Balance Col. W	Description of Items Included Col. X	Error Message Col. Y
50	Court Collection Program						
51	County Collection Program						
52	Private Agency						
53	FTB Court-Ordered Debt						
54	Contract/Hard to Collect						
55	Other						
56	Total						

Row	Quality Checklist	Quality Criteria
57	<input type="checkbox"/>	Rows 50-56 include any victim restitution and other justice related reimbursements (to court appointed counsel and other parties) that were not included in rows 24-29.

COLLECTIONS METRICS FOR FINES, FEES, FORFEITURES, PENALTIES, AND ASSESSMENTS				
Row	Metric Col. Z	Current Performance Col. AA	Formula Col. AB	Definition Col. AC
58	Gross Recovery Rate		$(\text{Collections} + \text{Adjustments}) / \text{Referrals}$	Measures a collection program's ability to receive delinquent court-ordered debt, including alternative sentences, community service, and suspended sentences.
59	Success Rate		$\text{Collections} / (\text{Referrals} - \text{Adjustments})$	Measures the amount of revenue collected on delinquent court-ordered debt based on total delinquent accounts referred after adjustments, including NSF checks.

ERROR/MARKING MESSAGES	
60	
61	

Reviewed by Court

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title (Court Executive or Presiding Judge) \_\_\_\_\_

Reviewed by County

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

REPORT SAMPLE

**Infraction Amnesty Program Collections Report  
January 1 through June 30, 2012**

Collection Program: \_\_\_\_\_

	No. Accounts Referred	Total Value of Accounts	No. Accounts Resolved	Total Revenue Collected	Total Operating Cost	Total Commission
Month 1						
Month 2						
Month 3						
Month 4						
Month 5						
Month 6						
<b>TOTAL</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**COURT LOCATIONS**

Court ID	Court Name	Address	City	Zip Code
Central Civil & Criminal Court	Clara Shortridge Foltz Criminal Justice Center	210 W. Temple St.	Los Angeles	90012
	Stanley Most Courthouse	111 North Hill Street	Los Angeles	90012
	Central Civil West	600 S. Commonwealth	Los Angeles	90005
	Central Arraignment Court	429 Bauchet St.	Los Angeles	90012
	Metropolitan Courthouse	1945 S. Hill Street	Los Angeles	90007
	Hollywood Courthouse	5925 Hollywood Blvd.	Los Angeles	90028
	East Los Angeles Courthouse	214 S. Fetterly Avenue	Los Angeles	90022
East District	East Pomona Courthouse	400 Civic Center Plaza	Pomona	91766
	Pomona Courthouse	350 W. Mission Blvd	Pomona	91766
	West Covina Courthouse	1427 W. Covina Parkway	West Covina	91790
	El Monte Courthouse	11234 E. Valley Blvd.	El Monte	91731
Juvenile Justice Courts	Edmund D. Edelman Children's Court	201 Centre Plaza Drive	Monterey Park	91754
	Eastlake Juvenile Court	1601 Eastlake Avenue	Los Angeles	90033
	Inglewood Juvenile Court	110 Regent Street	Inglewood	90301
	Los Padrinos Juvenile Court	7281 E. Quill St.	Downey	90242
	San Fernando Valley Juvenile Courthouse	16350 Filbert St.	Sylmar	91342
	David Kenyon Juvenile Justice Center	7625 S. Central Avenue	Los Angeles	90001
Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J	Antelope Valley	93534	
Mental Health Department	Mental Health Department	1150 N. San Fernando Rd.	Los Angeles	90065
North Central District	Burbank Courthouse	300 E. Olive	Burbank	91502
	Glendale Courthouse	600 E. Broadway	Glendale	91206
Northeast District	Pasadena Courthouse	300 E. Walnut	Pasadena	91101
	Alhambra Courthouse	150 W. Commonwealth	Alhambra	91801
North District	Michael D. Antonovich Courthouse	42011 4th Street	Lancaster	93534
	Palmdale Courthouse	38256 Sierra Highway	Palmdale	93550
North Valley District	San Fernando Courthouse	900 Third Street	San Fernando	91340
	Chatsworth Courthouse	9425 Penfield Ave.	Chatsworth	91311
	Santa Clarita Courthouse	23747 W. Valencia Blvd.	Valencia	91355

Court ID	Court Name	Address	City	Zip Code
Northwest	Van Nuys Courthouse – West	14400 Erwin Street Mall	Van Nuys	91401
	Van Nuys Courthouse – East	6230 Sylmar Avenue	Van Nuys	91401
South District	Long Beach Courthouse	415 W. Ocean Blvd.	Long Beach	90802
	San Pedro Courthouse	505 S. Centre St.	San Pedro	90731
	San Pedro Courthouse Annex	638 S. Beacon Street	San Pedro	90731
	Catalina Courthouse	215 Sumner Avenue	Avalon	90704
South Central District	Compton Courthouse	200 W. Compton Blvd.	Compton	90220
Southeast District	Norwalk Courthouse	12720 Norwalk Blvd.	Norwalk	90650
	Huntington Park Courthouse	6548 Miles	Huntington Park	90255
	Downey Courthouse	7500 E. Imperial Hwy	Downey	90242
	Bellflower Courthouse	10025 Flower St.	Bellflower	90706
	Whittier Courthouse	7339 S. Painter Avenue	Whittier	90602
Southwest District	Inglewood Courthouse	One Regent Street	Inglewood	90301
	Torrance Courthouse	825 Maple Avenue	Torrance	90503
	Torrance Courthouse Annex	3221 Torrance Blvd.	Torrance	90503
West District	Santa Monica Courthouse	1725 Main Street	Santa Monica	90401
	Malibu Courthouse	23525 W. Civic Center Way	Malibu	90266
	Beverly Hills Courthouse	9355 Burton Way	Beverly Hills	90210
	West L.A. Courthouse	1633 Purdue Avenue	Los Angeles	90025
	Airport Courthouse	11701 S. La Cienega Blvd.	Los Angeles	90045

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court			Comments
			Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	
1	Section 2.2 Compliance with Penal Code Section 1463.007	Meet components of Penal Code Section 1463.007 as set forth in the SOW	Site audits: Analyze Reports			
2	Section 2.3 Contractor Service Requirements	In accordance with all State/Federal laws	Review of collection practices			
3	Section 2.3 Contractor Service Requirements	Prepare various reports for LASC/COUNTY	Analyze Reports			
4	Section 3.5.1 Court Appearances: Procedures to inform LASC locations of debtors court appearance dates	As directed by COUNTY/LASC	Audits: Analyze Reports			
5	Section 3.5.1 Transfer data for CARS program	As directed by COUNTY/LASC	Audits: Analyze Reports			

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Expectations			Comments
				Does Not Meet	Meets	Exceeds	
6	Section 3.6.2 Involuntary Methods of Collection	As instructed by LASC; Institute bank levy; wage garnishments; etc.	Analyze Reports				
7	Section 3.7.4 Transfer/Interface with FTB-COD program	Monthly referral & transmission of payments	Audits; Analyze Reports				
8	Section 3.7.5 Transfer/Interface with FTB Interagency Intercept Program	Yearly referral/transmission of payments	Audits; Analyze Reports				
9	Section 3.8.1 Processing Debtor Payments	All debtor payments shall be updated within one business day of receipt (except for unidentified payments)	Audits; Analyze Reports				
10	Section 3.8.1 Transfer of Funds	Timely deposits into COUNTY bank accounts	Analyze daily deposit slips, amount deposited in COUNTY Bank Account and the sum of all payments on the Payment Report				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Expectations			Comments
				Does Not Meet	Meets Expectations	Exceeds Expectations	
11	Section 3.8.3 Unidentified Payments	5th business day of following month	Audits, Analyze Reports				
12	Section 3.8.4 Incorrect Account Payments and Adjustments	Daily report listing	Audits, Analyze Reports				
13	Section 3.8.9 Segregation of Accounts	Separate LASC/COUNTY Accounts by court location and from all other CONTRACTOR accounts	Audits/Analyze Reports				
14	Section 3.8.10 Internal Control Procedures	Appropriate control and separation of employees duties	On site audits				
15	Section 3.8.10.8 Written Internal Control Procedures	Maintained and updated as necessary	Review of CONTRACTOR'S procedures				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Expectations			Comments
				Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	
16	Section 3.9.2 Internet Services	Allow debtor to pay or check balances via CONTRACTOR'S web page	Review Reports				
17	Section 3.9.5.2 Complaints: Notification by phone of any verbal or written complaint	Immediately notify	Telephone call/ phone message				
18	Section 3.9.5.2 Complaints: Provide a copy of any written complaints	Within 3 business days of complaint receipt	Review reports/date and time of complaint				
19	Section 3.9.5.2 Investigative written report regarding the disposition of each verbal and written complaint	Within 14 business days of complaint receipts	Review Reports				
20	Section 3.9.5.2 Master log of all complaints	Provide a copy monthly	Review Reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court			Comments
			Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	
21	Section 3.10.7-3.10.9 Payment Information	Once each business day payment information shall be sent via electronic file and or computer/tape per specifications outlined in this Statement of Work	Audits; Analyze reports			
22	Section 3.10.10 Uncollectible Information - For Accounts Referred via ETRS	Provide monthly	Audits; Analyze Reports			
23	Section 3.12.1 Invoices	Submit invoices in a timely manner, by the 5th day of each month	Analyze invoices			
24	Section 3.12.8 Maximum Collection Fee	Compensation shall not exceed \$250 per account or 20% of the Appointed Counsel Registration Fee collected	Audits; Analyze Reports			
25	Section 3.13.4 Reporting Requirements: Summary listing of accounts	10th business day of each month	Audits; Analyze Reports			

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Expectations			Comments
				Does Not Meet	Meets	Exceeds	
26	Section 3.13.4 Reporting Requirements: Summary description of account activity and status	10th business day of each month	Audits; Analyze reports				
27	Section 3.13.4 Reporting Requirements: Summary description of month-to-date and year-to-date performance	10th business day of each month	Audits; Analyze Reports				
28	Section 3.13.5 Provide data to be included in AOC Report	As directed by LASC	Receive; Analyze Report				
29	Section 6.1 Contract Project Manager	Prompt response to request; timely problem resolution	Monitoring; Review Reports				
30	Section 6.1.7 Current list of employees/management	Upon execution of contract, thereafter every 6 months. Shall be kept current during the term of Contract	Analyze Reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Expectations			Comments
				Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	
31	Section 6.1.9 Representative for LASC collection meetings	Upon request	Meeting attendance audit				
32	Section 6.2.2 45 clerical staff to various LASC locations	Upon execution of Contract and ongoing	Site audits; Analyze Reports				
33	Section 6.2.2 Supervision of CONTRACTOR'S personnel at LASC locations	Upon execution of Contract and ongoing	Site audits; Analyze Reports				
34	Section 9.2 Financial Remedies: Meeting minimum Success Rate	CONTRACTOR shall meet an overall minimum success rate of 15% on accounts within two year of contract	Audits; Analyze Reports				
35	Section 11.3 Confidentiality. Require all CONTRACTOR personnel providing services in conjunction with the Contract to sign the Employee Acknowledgement and Confidentiality Contract	Submit within 3 business days of employee's start of work	Review Reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES  
QUALITY CONTROL PLAN

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
36	Section 11.4 Security and Control Procedures	Within 5 business days after execution of Contract (Update to be submitted within ten business days of any change)	Audits; Analyze Reports				
TOTAL				0	0	0	0

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES

Name	Media	Frequency	SOW Reference
PLANS/PROCEDURES			
Procedures to inform LASC locations of debtor's court appearance dates	Hard copy	As directed by COUNTY/LASC	Section 3.5.1
Written Internal Control Procedures	Hard copy	Maintained and updated as necessary	Section 3.8.10.8
Transition plan	Hard copy	Within 5 business days after execution of Contract	Section 4.2
Formal corrective action plan (if COUNTY/LASC deems CONTRACTOR'S performance as unsatisfactory)	Hard copy	Within 5 business days after notification	Section 8.1
Security and Control Procedures	Hard copy	Within 5 business days after execution of Contract (update to be submitted within 10 business days of any change)	Section 11.4
Written Quality Control Plan	Hard copy	Within 5 business days after execution of Contract (Update to be submitted within 10 business days of any change)	Section 11.5

**Los Angeles Superior Court Revenue Enhancement Services  
DELIVERABLES (CONTINUED)**

Name	Media	Frequency	SOW Reference
<b>PERSONNEL</b>			
Name, address, and telephone number of CONTRACTOR'S Project Manager and alternate	Hard copy	Upon execution of Contract	Section 6.1.6
Current list of employees/management	Hard copy	Upon execution of contract, thereafter at least every 6 months, shall be kept current during the term of Contract	Section 6.1.7
Representative for COUNTY/LASC collection meetings	-	Upon request	Section 6.1.9
45 clerical staff and appropriate supervision to various COUNTY/LASC locations	-	Upon execution of Contract	Section 6.2.2
Signed Contractor Employee Acknowledgement and Confidentiality Contract forms from all CONTRACTOR personnel providing services in conjunction with this contact.	Hard copy	Submit within 3 business days of employee's start of work	Section 11.3

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
<b>REPORTS/ACCOUNT INFORMATION</b>			
Immediate notification of CONTRACTOR failure to meet the requirements of PC 1463.007	Verbal/followed by Hard copy	Immediate	Section 2.2
Report of unidentified payments with any documents received with the payment (i.e. mailing envelope, enclosures) attached	Hard copy	5th business day of following month	Section 3.8.3
Report of incorrectly applied payments listing correct cases where payments should be applied or if payments should be refunded	Hard copy	Daily	Section 3.8.4
Immediate notification by phone of any verbal or written complaints	Verbal	Immediately	Section 3.9.5.2
Written notification of complaint to follow up phone notification	Hard copy	Within 3 business days of complaint receipt	Section 3.9.5.2
Written report of investigation of complaint	Hard copy	Within 14 business days of complaint receipt	Section 3.9.5.2
Master log of all complaints	Hard copy	Monthly	Section 3.9.5.2
Payment files	Electronic file and/or computer tape	Once each business day	Section 3.10.7 - 3.10.9
Uncollectible accounts files	Electronic file and/or computer tape	Monthly	Section 3.10.10
Updated account information (i.e. address, telephone number, Social Security number, etc.)	Electronic file and/or computer tape	Upon request, as specified	Section 3.10.14
Summary listing of accounts referred in a given month	Hard copy	10th day of following month	Section 3.13.4
Summary and detailed (e.g. by account number) description of account activity and status	Hard copy	10th day of following month	Section 3.13.4
Summary description of month-to-date and year-to-date performance	Hard copy	10 <sup>th</sup> day of following month	Section 3.13.4
Return of all accounts, additional information relating to accounts, records and/or files pertaining to accounts	Electronic file and/or computer tape	Within 3 business days of Contract termination	Section 3.14.3

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
<b>FINANCIAL INSTRUMENTS AND RELATED DOCUMENTS</b>			
All financial instruments (e.g. cash, checks, credit card remittances, etc.)	-	No later than the business day following their receipt	Section 3.8.1
Wire transfer funds into COUNTY bank account by 2:00 p.m. PST	-	Daily	Section 3.8.1

Name	Media	Frequency	SOW Reference
<b>EQUIPMENT/TECHNOLOGY</b>			
At each COUNTY/LASC location, a personal computer at current industry standard and/or all necessary peripheral equipment and software for on-line access to COUNTY/LASC accounts on CONTRACTOR'S database	-	After execution of Contract	Section 3.11.2
For each clerical staff, a personal computer, at current industry standards, and all necessary computer peripherals including on-line access to COUNTY/LASC accounts on CONTRACTOR'S database.	-	After execution of Contract	Section 6.2.2

**TECHNICAL EXHIBIT 1  
CONTRACT DISCREPANCY REPORT (CDR)**

1. USER COMPLAINT to be completed by COUNTY Project Manager (CPM)

Today's Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

CPM: \_\_\_\_\_

Date(s) of Unacceptable Performance: \_\_\_\_\_

Description of Unacceptable Performance :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. REVIEWED:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_  
COUNTY Project Director (CPD)

3. Contractor RESPONSE (to be completed by Contractor Project Manager)

Date received from CPM: \_\_\_\_\_

Explanation for Unacceptable Performance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corrective Action Taken:

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Signed: \_\_\_\_\_

Date: \_\_\_\_\_  
Contractor Project Manager

**4. INSTRUCTIONS**

**CPM: Forward CDR to the Contractor.**

**Contractor: Must respond to CPM in writing within five (5) working days of receipt of CD**

**PRICING SCHEDULE**

***General Commission Rate: 9.59%***

***Amnesty Commission Rate: 7.97%***

**CONTRACTOR'S PROPOSED SCHEDULE**

## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name
 

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 Address
 

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 Internal Revenue Service Employer Identification Number
 

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### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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 Authorized Official's Printed Name and Title
 

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 Authorized Official's Signature
 

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 Date
 

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## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: William H. Mitchell

Title: Deputy Executive Officer

Address: 111 N. Hill Street, Room 105-E  
Los Angeles, CA 90012

Telephone: (213) 974-5101 Facsimile: (213) 621-7952

E-Mail Address: [WMitchell@LASuperiorCourt.org](mailto:WMitchell@LASuperiorCourt.org)

### COUNTY PROJECT MANAGER:

Name: Michael Gatiglio

Title: Finance Administrator

Address: 111 N. Hill Street, Room 105-E  
Los Angeles, CA 90012

Telephone: (213) 974-5972 Facsimile: (213) 621-7124

E-Mail Address: [mgatiglio@LASuperiorCourt.org](mailto:mgatiglio@LASuperiorCourt.org)

### COUNTY CONTRACT PROJECT MONITOR:

Name: Shelia Williams

Title: CEO Manager

Address: 500 West Temple Street, Room 750  
Los Angeles, CA 90012

Telephone: 213-974-1155

E-Mail Address: [Swilliams@ceo.lacounty.gov](mailto:Swilliams@ceo.lacounty.gov)

### CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** GC Services Limited Partnership

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Margot Leurig

Title: Vice President

Address: 4900 Rivergrade Rd  
Irwindale, CA 91706

Telephone: 626-851-8333

Facsimile: 626-851-8334

E-Mail Address: margot.leurig@gcserv.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Scott M. Cole

Title: Managing Vice President

Address: 23792 Rockfield Blvd., Suite 280  
Lake Forest, CA 92630

Telephone: 713.806.0765

Facsimile: 949.609.0242

E-Mail Address: scott.cole@gcserv.com

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: GC Services

Title: Attn: Law Dept

Address: 6330 Gulfton  
Houston, TX 77081

Telephone: 713.777.4441

Facsimile: 713.776.6535

E-Mail Address: marketing.communications@gcserv.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

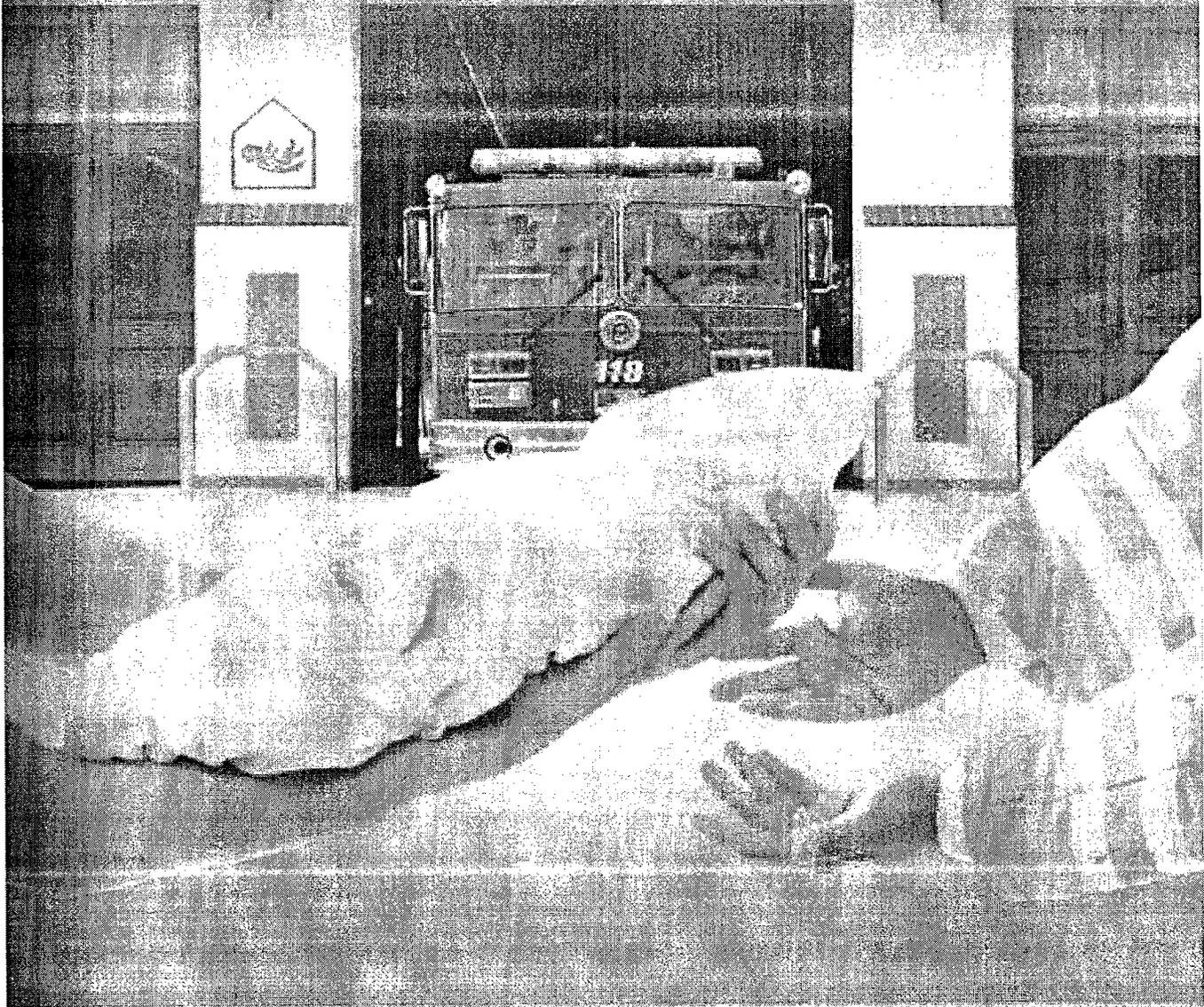
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafeLA.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

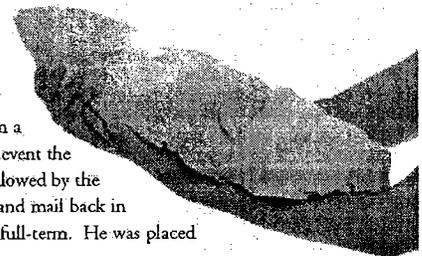
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

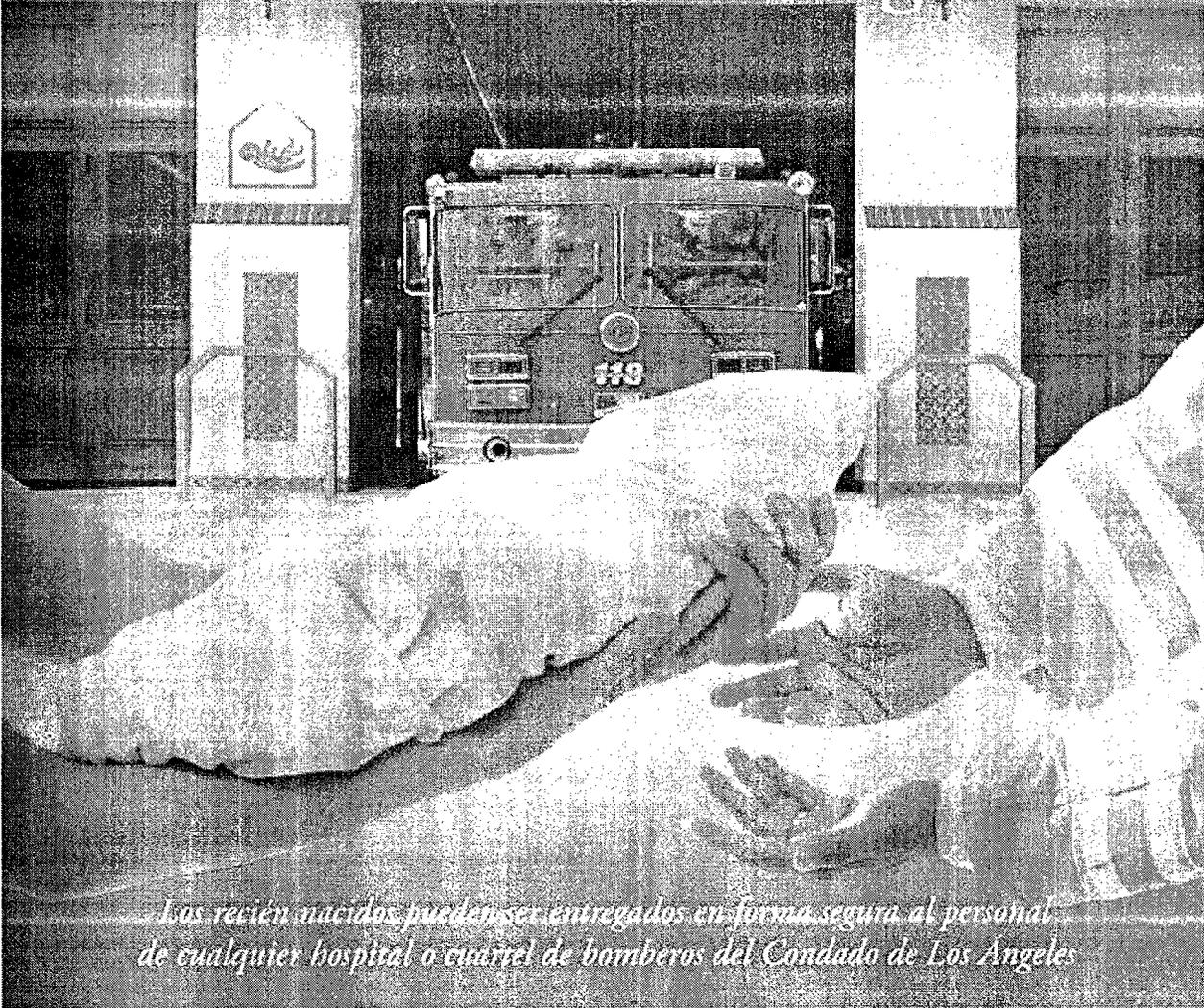
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

**Siempre Sin culpa sin nombre**

En el Condado de Los Angeles, llame al 311 para obtener más información.



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés

## Sin Peligro

### ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

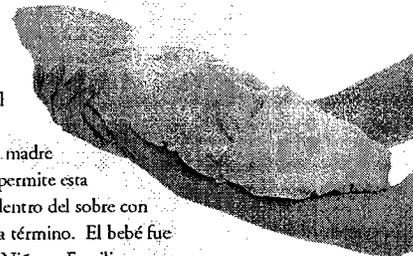
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)*

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature \_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_  
for \_\_\_\_\_,  
dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(To Be Completed By County and attached to M1 and/or M2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH  
COPYRIGHT BUREAU**

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC